TECHNICAL SPECIFICATIONS FOR THE DISMANTLEMENT, EXCAVATION, REMEDIATION, AND RESTORATION OF PROPERTIES AT THE AUSTIN AVENUE RADIATION SITE

DELAWARE COUNTY, PENNSYLVANIA

W.O. NO. 03886-076-008

FEBRUARY 1994

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DELAWARE COUNTY, PENNSYLVANIA

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INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.18 PROPOSAL PREPARATION INSTRUCTIONS

L.18.1 General Proposal Information

Comprehensive responses to the requirements of this Request for Proposal (RFP) are necessary to enable the Government to evaluate the offeror's understanding of, capability and approaches to accomplish the stated requirements. The offeror shall provide sufficient detail to substantiate the validity of all stated assertions. Proposals shall be submitted in accordance with the instructions herein, and non-conformance with the specified required content may be cause for rejection of the proposal. General statements that the offeror understands the problem and can or will comply with the requirements of the RFP will be considered inadequate. Clarity and completeness are essential. Data not submitted with the proposal, but submitted previously, or presumed to be known (i.e., previous projects performed for the Government) cannot be considered as part of the proposal. The proposal shall be submitted in three (3) volumes as follows:

Volume 1 - Technical Proposal

Volume 2 - Management Proposal

Volume 3 - Contract and Price Proposal

Each volume of the proposal shall be organized and formatted as stated so than an extensive search of the proposal is not necessary to perform an evaluation. Each volume of the proposal shall also contain a separate "Table of Contents" that identifies all paragraphs and subparagraphs covered within that volume of the proposal by paragraph and subparagraph number, title and by page number, a list of tables, figures, etc. Information not in its appropriate volume and not appropriately reference may be assumed to have been omitted. Cost/price information shall not be included in the Technical/Management Proposals and the proposal shall not exceed the specified length regardless of reason.

L.18.2 The Offeror shall submit an original and copies to total the following number of copies of each volume:

	<u>Volume</u>	Number of Copies
1 -	Technical Proposal	6
2 -	Management Proposal	6
3 -	Contract Pricing Proposal	6
4 -	Standard Form 33 (Section A)	3
5 -	Completed Section B	3
	(Supplies/or Services and Prices/Costs)	
6 -	Completed Section K	3
	(Representations, Certifications and	
	Other Statements to Offerors)	

L.18.3 Proposal Length

The Technical Proposal and Management Proposal shall consist of no more than one hundred (100) pages together, not counting resumes or example documents. A page printed on both sides will be counted as two pages. Pages containing text shall be typewritten, on 8-1/2 x 11 inch paper; however, in case drawings or other graphics are submitted, they should be reduced only to the extent legibility is not lost. The offeror shall not submit verbatim sections of the appendices to this solicitation as part of their proposal. Contract Pricing Proposals does not have a page limitation.

L.19 INSTRUCTIONS FOR PREPARATION OF THE TECHNICAL PROPOSAL - VOLUME 1

L.19.1 General

The technical volume shall include a description f resources, facilities, and equipment to be used in accomplishing the requirements of the scope of work. Offerors are cautioned to keep in mind the criteria set forth in section against which the proposals will be evaluated.

L.19.2 At the beginning of this volume, the Offeror will provide an introductory narrative outlining which anticipated work elements will be performed by the prime contractor and which should be performed by subcontractors. This brief introduction should be no more than four pages. Anticipated contractual relationships should be identified (i.e., prime contractor, subcontractor, joint venture, partnerships, etc.). General terms such as "team member", "partners" etc., are not acceptable identifiers for purposes of this introductory outline. Major work elements identified shall include but not be limited to: on-site management, off-site management, sampling, radioactive and chemical analysis, quality assurance, quality control, on-site safety, on-site dismantlement, remediation,

excavation/disposal of contaminated soils, risk assessments, engineering and other services. This information may also be represented in a chart matrix format.

L.19.3 Specific areas to be discussed are below:

L.19.3.1 Project Plan/Sequencing of Effort

(1) Discuss the Offeror's capabilities in understanding and supervising on-site activities to include but not be limited to preparing for the following:

<u>Site Preparation</u> - Demonstrate understanding of project and items and issues necessary to prepare for the removal, handling, storage and disposal of contaminated and non-contaminated materials and debris.

<u>Engineering Controls</u> - Demonstrate understanding and procedures necessary to prevent cross-contamination of clean materials with contaminated materials.

<u>Support Facilities</u> - Demonstrate understanding and plan on how the Offeror will execute efforts by the planning and use of support facilities and equipment.

<u>Dismantlement/Removal</u> - Demonstrate understanding and procedures required for the safe dismantlement and/or removal and handling of contaminated and clean materials and debris.

<u>Cleanup and Disposal</u> - Demonstrate understanding and plan for cleanup and disposal of contaminated and non-contaminated materials.

- (2) Provide a proposed site management flow diagram for the sample task order identifying key management and technical responsibilities, locations an contractual relations with the offeror's organization.
- (3) Identify subcontractors' experience with regard to Paragraph L.19.3.1(1) above.

L.19.3.2 Determination of Clean vs. Radiologically Contaminated Access

- (1) Discuss the Offeror's technical capabilities in developing procedures for sampling and verification analyses and other investigative and engineering services to include, but not necessarily limited to, the following:
 - Site prep, monitoring and surveys

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- Services to include hazardous, toxic, and radiological waste sampling, storage, shipment, data management, chain of custody, on-site servicing and Contractor Quality Control
- Sampling of waste and contaminated soils
- (2) Sampling, Analysis and Quality Management
 - Discuss the Offeror's capabilities in administering all applicable requirements as described in Specification Section 01440 -Contractor Quality Control, Section 01450 - Environmental Health and Safety Requirements, Section 01927 - Surveys for Contamination, Section 01928 - Hazardous Waste Characterization, Decontamination and Disposal, and Other Specification Sections as applicable
 - Discuss sampling requirements and how and by whom sampling will be performed
 - Provide candidate laboratory's experience, capacity, and any state and federal certification acquired
- (3) Provide a management flow diagram identifying the responsibilities of field sampling and laboratory personnel and how they relate to the Prime Contractor and the Government. Identify both location and first tier QA responsibility required to assume timely, defendable, cost effective, and flexible sampling and laboratory support.
- (4) Discuss Offeror's in-house "hands-on" sampling and/or laboratory experience.
- (5) Discuss Offeror's approach to assuming flexible, responsive laboratory service.

L.19.3.3 Waste Preparation and Volume Minimization

- (1) Discuss the Offeror's technical capabilities in the preparation, volume reduction, packaging and other services to include, but not limited to, the following:
 - Removal, handling and staging of contaminated and non-contaminated materials

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- Methods, procedures and equipment required to reduce "airspace" and increase quantity of materials into a given volume or container
- Type(s) of packaging and containers used for transport and methods used with load and handle packaging and containers
- Methods and procedures for the disposal of non-contaminated debris
- Understanding of types of materials that will be encountered
- Methods and procedures that will be used to prevent clean materials from becoming contaminated with dirty or radioactive-contaminated materials.
- (2) Discuss the Offeror's understanding and approach to loading, documentation, shipping and disposal of contaminated and other non-contaminated waste.

L.20 INSTRUCTIONS FOR PREPARATION OF THE MANAGEMENT PROPOSAL (VOLUME 2)

L.20.1 Organization Plan

Provide a proposed organization structure identifying key personnel who will be assigned to the project. Include the following information:

- (1) Provide appropriate organizational charts showing the proposed project organization with names and positions of personnel proposed to be assigned to the contract. Charts shall indicate lines of authority through the organization, physical location and corporate affiliation.
- (2) Provide key position descriptions of position duties, responsibilities, and authorities.
- (3) Describe Offeror's plan for administering subcontracts. Also describe how fixed price subcontracting will be utilized to assure cost-effective, timely execution of the broad range of anticipated delivery orders.
- (4) Personnel Qualifications The Offeror's shall identify the key principals and their corporate affiliations, their areas of responsibility and relationship with the management structure. The qualifications of the personnel should be provided to include their experience, academic training and participation in professional societies.

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L.20.2 Offeror's Experience

- (1) Discuss the offeror's experience in managing hazardous waste corrective action contracts, (i.e. technical, design, remediation, and operation).
- (2) The Offeror's experience as a Prime Contractor and/or Subcontractor will be evaluated. The Offeror shall complete Attachment __ entitled "Offeror's Experience", using the following as guidance:
 - Describe the work performed by the Offeror as either a Prime Contractor or Subcontractor. Do not include a description of the Prime Contractor's work if the Offeror was a Subcontractor on the project.
 - Provide the name, address and telephone number of the customer for whom the work was performed. Since these customers may be interviewed by the Government, Offeror's project-related work experience will not receive consideration if the customer's identity is not disclosed.
 - Describe the contract type (i.e. unit price, lump sum, time and materials, cost plus, etc.) the Offeror established with either the customer or the Prime Contractor.
 - Provide the performance period for the work under the control of the Offeror.
 - Provide location where work took place.
 - Provide cost history of Offeror's portion of the contract under his control.

L.20.3 Subcontractor's Experience

(1) Describe how the Subcontractor's experience will augment the Offeror's own organization. Describe Offeror's assurances that the intended Subcontractor will be available to perform the work when called upon. This will be taken into consideration during the evaluation process. Such assurance should be presented in the proposal and may include a narrative of previous relations between the Offeror and the Subcontractor, a "letter of intent" from the Subcontractor, or some other tangible item that demonstrates the Offeror's reliance on a particular Subcontractor is reasonable.

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(2) The Offeror shall complete Attachment ____, Subcontractor's Experience, using the following as guidance:

<u>Description of Work</u> - Describe the Subcontractor work over which he had control or total responsibility

Name, Address and Telephone Number of Customer - Provide this information so that previous customers may be interviewed by the Government

<u>Contract Type</u> - Describe the Subcontractor's contractual relationship with either the customer or the Officer

<u>Period of performance</u> - Provide the performance period for the work under the control of the Subcontractor

<u>Place of Performance</u> - Self-explanatory

<u>Cost History</u> - Cost history of Subcontractor's portion of the Contractor under his control

L.20.4 Offeror's Corporate Commitments

Specify current contracts by nature, duration, and amount, and summarize the effect of those commitments on this project. Furnish a curve with the record of work placement of your firm over the past three (3) years, capability of this project relative to other current and anticipated commitments.

L.20.5 Health and Safety Program

- (1) Provide information directly related to the nature of potential contaminants identified.
- (2) Provide a management flow diagram of Health and Safety staff with responsibilities, contractual affiliations, and locations of responsible CIH, and on-site health and safety personnel.
- (3) Provide an outline of major and/or unique requirements needed to effectively manage this program at the Austin Avenue Radiation site.
- (4) Provide a discussion on how to effectively and efficiently implement a sitespecific health and safety plan. Also discuss the Offeror's rationale in the allocation of on-site safety personnel for several on-going remediation efforts.

L.20.6 Laboratory

(1) Discuss the Offeror's capabilities in understanding the requirements for the provision of facilities and services to include, but not be limited to, the following:

<u>On-Site Laboratory</u> - Demonstrate understanding of project requirements and type of facilities being provided for the analyses of radioactive and other contaminants.

<u>Instrumentation</u> - Demonstrate understanding of specific nature of contamination and the types of instruments required to perform tasks with desired reliability.

Methods and Procedures - Demonstrate particular methods, procedures and protocols necessary to perform radioactive and chemical analysis to required levels of accuracy.

<u>Calibration</u> - Demonstrate understanding and standards by which instrumentation and procedures will be based to provide analysis with reliability ≥ 95%.

Off-Site Laboratory - Demonstrate understanding and necessity of an independent third party laboratory to provide verification of sampling results. Provide name, address and other qualifications of independent laboratory.

L.20.7 Quality Control and Data Management

- (1) Discuss Offeror's capabilities and understanding of the necessary measures to develop and implement a Quality Control and Data Management System to include, but not be limited to, the following:
 - Provide a management organization and responsibility flow diagram of the Quality Control and Data Management staff, with responsibilities, contractual affiliations, and locations of QC Manager and other on-site staff.
 - Describe Offeror's plan for the procedures in scheduling, reviewing, certifying and managing submittals, including Subcontractors and other vendors.
 - Describe Offeror's plan for the control, verification and acceptance testing procedures.

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- Describe Offeror's plan for tracking all control phases of testing, verification, and acceptance testing, volume minimization, loading and shipping of wastes, including documentation.
- Describe Offeror's plan for tracking contract deficiencies, correction of deficiencies and documentation to establish the deficiencies have been corrected.
- Describe Offeror's plan for the control and calibration of radiological measuring and other test equipment, including documentation.
- Describe Offeror's plan for the establishment of an audit program.
- Provide key position descriptions of position duties, responsibilities, and authority and resumes of qualified personnel.

L.20.8 Schedule and Cost Control

Briefly describe the proposed Network Analysis System (NAS) to be utilized. Identify personnel responsible for day-to-day and long-term schedule and cost control, and how they will utilize the NAS to control and report progress and costs. Discuss your accounting system to ensure accountable cost-effective control, under the terms as set forth under this Contract.

L.21 INSTRUCTIONS FOR PREPARATION OF THE CONTRACT PRICING PROPOSAL - VOLUME 3

L.21.1 General

Offerors shall submit cost proposals in a sealed package(s) plainly marked "PRICE PROPOSAL". The Offeror shall submit a copy of the Bidding Schedule with all prices appropriately inserted as part of the Price/Cost Proposal.

These instructions supplement Federal Acquisition Regulation (FAR) Table 15-2. All information and supporting data requested herein shall be included with the proposal. Since these instructions are general in nature, to cover many types of acquisitions, the Offeror is to submit data to support those cost factors that are appropriate for this proposal.

The Offeror shall submit any additional data, supporting schedules or substantiation that are reasonably required for the conduct of an appropriate review and analysis. For effective negotiations, it is essential that there be a clear understanding of (a) existing verifiable data and (b) the judgment factors, rationale and methodology applied in arriving at the offer price.

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A signed SF-1411 is required in response to this RFP, since cost analysis may be involved. The Offeror shall comply with the specific instructions set forth in FAR 15.804-6. The Offeror shall submit an initial package of complete, accurate and current data. SF-1411s are required for all subcontracts which exceed \$500,000.

The proposal shall include a summary table of SF-1411 data presenting the total of each SF-1411 cost element for each quantity and for each year. The proposal shall clearly demonstrate how each price in the Bidding Schedule was derived. The proposal shall include cost of Money and Profit/Fee as appropriate.

L.21.2 The Offeror shall include the following specific elements in the proposal:

a. General

The Offeror shall provide under each cost element as appropriate a narrative and detailed description to explain, in whatever detail is required to demonstrate cost reasonableness and methodology used to estimate, each element of cost (i.e., labor, material). In all cases where cost estimates are based upon past experience, the Offeror shall identify the past experience and explain how cost data available from the past experience were adapted to the current effort.

b. Material

The Offeror shall provide a complete, itemized Bill of Materials indicating whether based on competition, sole source or on historical data, vendor name, part number, item description, quantity, unit price and extended price. The Offeror shall identify any costs included for material escalation and describe the basis and estimating methodology therefor.

c. Subcontracts

Provide information required under FAR 15.804-6.

d. Labor

- (1) The Offeror shall provide a breakdown for each labor category including labor rates and dollars proposed for each year and in total. Labor categories shall be grouped by appropriate overhead centers (i.e., engineering, manufacturing, quality assurance). In addition, the breakdown shall include the overhead base, rate, and cost for each overhead center in each year and in total.
- (2) Provide a table of overhead rates applied to each overhead center each year. Identify the composition of each overhead pool by description,

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estimated amount and percentage of total overhead center pool estimates in each year. Describe methodology for projecting overhead rates beyond the current fiscal year for each overhead center. Show trends and budgetary data to support estimates.

e. Other Direct Charges

List all other costs not otherwise included above (i.e., special tooling, test equipment, travel, computer, preservation, packaging) and describe basis for estimate. Travel estimates shall be supported by identification of number of trips, destination, number of people, mode of travel, number of days and transportation and per diem rates.

f. General and Administrative Expenses (G & A)

Provide a table of G & A bases, rates and expenses for each year. Identify the composition of the G & A pool by description, estimated amount and percentage of total G & A pool beyond the current fiscal year. Show trends and budgetary data to support estimates.

g. Facilities Capital Cost of Money (FCCOM)

If FCCOM is claimed, provide completed Form 1861. Describe the methodology for projecting FCCOM rates beyond the current fiscal year.

- h. At the completion of negotiations, if the proposed contract meets the criteria expressed on Public Law 87-653 and FAR 15.804-2, the Contractor shall be required to submit a completed Certificate of Current Cost and Pricing Data.
- Award Fee Plan

L.21.2.1 For estimating purposes, the Contractor shall estimate:

a. Cost Realism

A proposal is presumed to represent an Offeror's best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and price should be explained in the proposal. Any significant inconsistency, if unexplained, raises a fundamental issue of the Offeror's understanding of the nature and scope of the work required and of his financial ability to perform the Contract and may be grounds for rejection of the proposal. The burden of proof as to price credibility rests with the Offeror.

L.1 INCURRING COSTS

The Government is not liable for any costs incurred by the Offerors in submitting proposals in response to this solicitation.

L.2 52.210-0002 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) (SEP 1990)

Single copies of specifications cited in this solicitation may be obtained by submitting a written request to the supply point listed below. The request must contain the title of the specification, its number, date, applicable amendment(s), and the solicitation or contract number. A telephone order entry system is available with the use of a touch-tone telephone. A Customer Number is required to use this system and may be obtained by written request to the address listed below or by telephone (215-697-2179). In case of urgency, telegraphic requests are acceptable. Voluntary standards, which are not available to Offerors and Contractors from Government sources, may be obtained from the organization responsible for their preparation, maintenance, or publication.

Standardization Document Order Desk, Building 4, Section D 700 Robbins Avenue Philadelphia, PA 19111-5094

Telex Number:

834295

Western Union Number: 710-670-1685

Telephone Number:

215-697-3321 (Express shipment pickup)

Telephone Order Entry System (TOES) Numbers:

215-697-1187 through

and including 215-697-1197

(End of Provision)

L.3 52.212-0007 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be /_____ / DX rated order; /X/ DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

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L.4 52.215-0005 SOLICITATION DEFINITIONS (JUL 1987)

"Government" means United States Government.

"Offer" means "proposal" in negotiation.

"Solicitation" means a request for proposals (RFP) or a request for quotations (RFQ) in negotiation.

(End of Provision)

L.5 52.215-0007 UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS (APR 1984)

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Offeror's or Quoter's lack of cost consciousness. Elaborate art work, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted.

(End of Provision) (AV 7-2003.40, 1969 OCT)

L.6 52.215-0008 AMENDMENTS TO SOLICITATIONS (DEC 1989)

- a. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- b. Offerors shall acknowledge receipt of any amendment to this solicitation by (1) signing and returning the amendment, (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer, (3) letter or telegram, or (4) facsimile, if facsimile offers are authorized in the solicitation. The Government must receive the acknowledgment by the time specified for receipt of offers.

(End of Provision)

L.7 52.215-0009 SUBMISSION OF OFFERS (DEC 1989)

a. Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the Offeror.

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- b. Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.
- c. Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.
- d. Item samples, if required, must be submitted within the time specified for receipt of offers. Unless otherwise specified in the solicitation, these samples shall be (1) submitted at no expense to the Government, and (2) returned at the sender's request and expense, unless they are destroyed during pre-award testing.

(End of Provision)

L.8 52.215-0010 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS (DEC 1989)

- a. Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:
 - (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
 - (2) Was sent by mail or, if authorized by the solicitation, was sent by telegram or via facsimile and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation;
 - (3) Was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
 - (4) Is the only proposal received.
- b. Any modification of a proposal or quotation, except a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

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- c. A modification resulting from the Contracting Officer's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the Government after receipt at the Government installation.
- d. The only acceptable evidence to establish the date of mailing of a late proposal or modification sent either by U.S. Postal Service registered or certified mail is the U.S. or Canadian Post Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, quotation, or modification shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, Offerors or Quoters should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
- e. The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.
- f. The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the Post Office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (d) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, Offerors or Quoters should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
- g. Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- h. Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in person by an Offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(End of Provision)

L.9 52.215-0012 RESTRICTION ON DISCLOSURE AND USE OF DATA (APR 1984)

Offerors or Quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the Government except for evaluation purposes shall:

a. Mark the title page with the following legend:

"This proposal or quotation includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this Offeror or Quoter as a results of, or in connection with, the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extend provided in the resulting Contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets);" and

b. Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

> (End of Provision) (R 3-501(b) Sec L (xxiv))

L.10 52.215-0013 PREPARATION OF OFFERS (APR 1984)

- a. Offerors are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the Offeror's risk.
- b. Each Offeror shall furnish the information required by the solicitation. The Offeror shall sign the offer and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- c. For each item offered, Offerors shall:
 - (1) Show the unit price/cost including, unless otherwise specified, packaging, packing, and preservation, and (2) enter the extended price/cost for the quantity of each item offered in the "Amount" column of the Schedule. In

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case of discrepancy between a unit price/cost and an extended price/cost, the unit price/cost will be presumed to be correct subject, however, to correction to the same extent and in the same manner as any other mistake.

- d. Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.
- e. Offerors must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.
- f. Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

(End of Provision) (R SF 33A, Para 2, 1978 JAN)

L.11 52.215-0014 EXPLANATION TO PROSPECTIVE OFFERORS (APR 1984)

Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective Offerors before the submission of their offers. Oral explanations or instructions given before the award to the Contract will not be binding. Any information given to a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective Offerors.

(End of Provision) (R SF 33A, Para 3, 1978 JAN)

L.12 52.215-0015 FAILURE TO SUBMIT OFFER (APR 1984)

Recipients of this solicitation not responding with an offer should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter or postcard whether they want to receive future solicitations for similar requirements. If a recipient does not submit an offer and does not notify the issuing office that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

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L.13 52.215-0016 CONTRACT AWARD (JUL 1990)

- a. The Government will award a Contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost or price and other factors, specified elsewhere in this solicitation, considered.
- b. The Government may (1) reject any or all offers if such action is in the public interest, (2) accept other than the lowest offer, and (3) waive informalities and minor irregularities in offers received.
- c. The Government may award a Contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offeror's best terms from a cost or price and technical standpoint.
- d. The Government may accept any item or group of items of an offer, unless the Offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies in the offer.
- e. A written award or acceptance of offer mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the offer shall result in a Binding Contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer, as provided in paragraph (d) above) whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.
- f. Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting Contract. However, if the resulting Contract contains a clause providing for price reduction for defective cost or pricing data, the Contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.
- g. The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or subline items. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the offer will result in the lowest

overall cost to the Government, even though it may be the lowest evaluated offer, or it is so unbalanced as to be tantamount to allowing an advance payment.

(End of Provision)

The Government contemplates award of a Cost Plus Award Fee/Indefinite Quantity Contract resulting from this solicitation.

(End of Provision) (R 3-501(b) Sec L (iv))

L.15 52.219-0022	SIC CODE AND SMALL BUSINESS SIZE STANDARD	(JAN	1991
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- a. The standard industrial classification (SIC) code for this acquisition is ______.
- b. (1) The small business size standard is _____.
 - (2) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(End of Provision)

L.16 52.222-0024 PRE-AWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (APR 1984)

An award in the amount of \$1 million or more will not be made under this solicitation unless the Offeror and each of its known first-tier Subcontractors (to whom it intends to award a Subcontract of \$1 million or more) are found, on the basis of a compliance review, to be able to comply with the provisions of the Equal Opportunity clause of this solicitation.

(End of Provision) (R 7-2003.14(a) 1970 AUG) (R 1-12,803-9)

L.17 52.233-0002 SERVICE OF PROTEST (NOV 1988)

a. Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

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b. The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.

(End of Provision)

L.18 52.252-0005 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- a. The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- b. The use in this solicitation of any ______ (48 CFR Chapter ____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Provision)

(NM)

END OF SECTION L

SECTION M

EVALUATION OF PROPOSALS

M.1 SOURCE SELECTION EVALUATION BOARD (SSEB)

M.1.1

The Contracting Officer (CO) will establish an SSEB to conduct the evaluation of proposal received in response to this solicitation. The SSEB will consist of technical procurement, and legal personnel. The evaluation will be based on the content of the proposal and any subsequent discussions required. The SSEB will not consider any information or data incorporated by reference or referred to otherwise. The identities of the SSEB personnel are confidential and any attempt by the proposers to contact these individuals is prohibited.

M.2 TECHNICAL INFORMATION

M.2.1

The technical information to be provided under Paragraph L.18, Proposal Preparation and Format, shall support and be consistent with the technical requirements contained in the specifications and the Request for Proposals (RFP). This format will aid in the evaluation process without omitting specific technical and personnel qualifications for any proposer.

M.3 PROPOSAL EVALUATION - GENERAL

M.3.1

Those proposals which have been properly submitted will be evaluated (e.g., point scored) by a technical committee consisting of Government Construction and Engineering design personnel. The EPA and State technical personnel may also be represented. The aggregate scores for each proposal will be used to establish an initial competitive range. Those offers within the competitive range will be given the opportunity to revise their proposal based on written comments generated by the technical and cost evaluation process. Based on the Offeror's response, the proposal will be rescored and best and finals will be requested. Pricing/cost data will not be point scored but will subjectively be evaluated. The identified areas to be evaluated (point scored) are listed below in descending order of importance:

Volume 1 Technical Proposal
Volume 2 Management Proposal
Volume 3 Contract Pricing Proposal

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M.4 EVALUATION FOR AWARD

M.4.1

Award will be made to the firm whose proposal is most advantageous to the Government, technical, management, and cost/price factors considered. A firm other than the lowest Offeror may be awarded provided the offer is within the competitive range. A proposal using sliding price scale or subject to escalation based on any contingency will not be acceptable. Only fixed firm proposals based on the Unit Price Bid Schedule provided will be evaluated.

M.4.1.1 Limitations on Proposal Submittals

M.4.1.1.1

The proposal is limited to 100 pages total, not including title sheet, index, table of contents, cover sheets, completed Bid Schedule, or Offeror's resumes. The Technical Proposal (Volume 1) is limited to 50 pages and the Project Management/Organization Proposal (Volume 2) is limited to 50 pages. The type font size shall not be less than point, _____ font. All submittals shall be securely bound.

M.5 EVALUATION FACTORS

The weight of the technical point score will be equal to the weight of the management organization score. The combined scores will be used to establish overall rating and the competitive range.

M.5.1 Technical Evaluation (Volume 1 - Technical Proposal)

The technical factors will be evaluated per the following subfactors which are listed in descending order of importance.

M.5.1.1 Project Plan/Sequencing of Effort

The proposal must clearly demonstrate a thorough understanding of task objectives, integrating all work elements into a unified program and provide a sound technical approach to satisfy the objectives. Offerors shall demonstrate a thorough understanding of project goals and the elements required for the accomplishment of work. The property and structure located at 3723 Huey Avenue, Upper Darby Township, Delaware County, Pennsylvania, will be used as the sample property for technical evaluation. Discussion of ancillary support methods, facilities and procedures will be included to support the 3723 Huey scenario and to specifically and concisely address other proposal features. This is a single family, detached dwelling. Offerors shall utilize the drawings and

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specifications to develop a conceptual approach for property dismantlement and remediation. The project plan and sequences shall include the following:

M.5.1.1.1 Site Preparation

The Offeror shall demonstrate his understanding of the project and local site areas and identify the requirements necessary for establishing and operating the field management and control center.

M.5.1.1.2 Engineering Controls

The Offeror must demonstrate plan and implementation of plan to prevent the contamination of "clean materials" with radioactive or chemical constituents during the remediation process. The Offeror must demonstrate his understanding and techniques and services required to establish and maintain security at the project's site.

M.5.1.1.3 Support Facilities

M.5.1.1.3.1

The Offeror must demonstrate the requirements necessary to develop facilities necessary for the field management of the project and overall control and management of a central control office and remote remedial site in the sample task.

M.5.1.1.3.2

The Offeror must demonstrate the area required to stage and store various contaminated and non-contaminated materials during stages of structure remediation and dismantlement that will be required in the accomplishment of the sample task.

M.5.1.1.3.3

The Offeror must demonstrate the facilities and services required to support the analytical requirements of the sample task with a \geq 95% reliability factor. Offerors shall identify any innovative techniques proposed for sampling and analyses of debris and soils.

M.5.1.2 Determination of Clean vs. Radiologically-Contaminated Materials

M.5.1.2.1

The proposal must demonstrate the understanding and approach to determine whether materials are radiologically contaminated or "class" per the criteria listed in the specifications. This determination must be accomplished with a confidence level of 95% and greater. The Offeror will be evaluated on the type(s) of equipment and procedures used to achieve results with a \geq 95% confidence level; the utilization of on-site and offsite analytical laboratories, and methods required to determine the presence of contaminated soils by the determination of non-naturally occurring radium (Ra²²⁶) and thorium (Th²³⁰) ratios. The Offerors shall demonstrate a thorough understanding of implementing applicable regulatory requirements. Offerors shall identify and innovative techniques prepared for sampling and analysis.

M.5.1.3 Waste Preparation and Volume Minimization

M.5.1.3.1

The proposal must demonstrate the Offeror's understanding of the type of materials and wastes that will be encountered. The procedures necessary to maximize volume reduction, optimize packaging and handling of wastes, and the disposal requirements for the various waste which will be utilized, must be presented.

M.5.1.3.2

The proposal must demonstrate the Offeror's understanding and methods required to keep "dirty" wastes from contaminating "clean" wastes. These methods and procedures must account for general building dismantlement debris, soils and fills and other waste materials and debris expected to be encountered during the execution of the sample task.

M.5.1.3.3

The proposal must demonstrate the Offeror's understanding of the importance of reducing the volume of materials to maximize waste density and minimum waste volume. Offerors shall identify innovative techniques and/or procedures to reduce volumes and maintain compliance with all health and safety issues.

M.5.1.3.4

The proposal must demonstrate the Offeror's approach in the materials handling of the various "dirty" and "clean" wastes that will be encountered in the sample task. The Offerors will show how the various wastes will be staged during the dismantlement/remediation process; how the Offeror will handle various containers and receptacles that contain "dirty" and "clean" wastes; the Offeror must demonstrate how these staging, handling and shipping requirements will be accomplished while conforming to the health and safety requirements, set forth in the contract documents and in compliance with local ordinances regarding working in residential areas, noise, dust and other fugitive emissions.

M.5.1.3.5

The proposal must demonstrate the Offeror's approach and understanding of shipping and disposal requirements for the various materials that will be encountered in the sample task. The Offeror shall identify location of shipping point, any special facilities that may be required to support shipment operations, identify any regulatory requirements, compliance with health and safety requirements and the Offeror's understanding and responsibility of the "dirty" materials disposal and "clean" materials disposal.

M.5.2 Project Management/Organization Evaluation (Volume 2 - Management Proposal)

The project management/organization evaluation factors will be evaluated on the following, which are listed in descending order of importance.

M.5.2.1 Organization and Personnel

M.5.2.1.1

The proposal must demonstrate adequate management organization. This includes safety, innovative techniques and controls, management of the project, and control of the site and subcontractors. To ensure the project is completed efficiently and on schedule, the proposal must demonstrate ability to support a minimum of three (3) independent and concurrent remedial residence sites.

M.5.2.1.2 Field Personnel

The Offeror must list field management, including title, project responsibility, resumes for review and develop a organization and responsibility chart(s) showing Contractor and subcontractor relationships and project responsibility chain of command.

M.5.2.2 Use and Commitment of Subcontractors

The proposal must demonstrate the use of subcontractors, their role and responsibility within the field project organization, and the Contractor's commitment to the successful completion of the project.

M.5.2.3 Management Controls and Management of Subcontractors and Other Vendors

The proposal must demonstrate management techniques and controls that will be used to ensure the effective use of subcontractors and other on-site and off-site services necessary for the timely completion of the project and in full compliance with all health and safety issues.

M.5.2.4 Corporate Experience

The proposal must demonstrate adequate corporate background and experience and also shall demonstrate corporate commitment to the timely completion of this contract.

M.5.2.4.1 Experience (Statement of Experience)

M.5.2.4.1.1

The proposal must demonstrate the Offeror's experience with projects of similar scope and cost magnitude. The Offeror shall list project name, project location, month and year completed, approximate value, participation in the project, amount subcontracted, name and telephone number of reference contract.

M.5.2.4.2 Prime and Key Subcontracts

M.5.2.4.2.1

The proposal must demonstrate the relevant experience of subcontractors and responsibility within the organization of this project. The Offeror must demonstrate the subcontractor's commitment to this project and management techniques and controls used by the Offeror to assure the timely completion of the contract.

M.5.2.5 Health and Safety Program

M.5.2.5.1

The proposal must present and demonstrate that a corporate comprehensive health and safety program is in place that meets all specific criteria contained within Specification Section 01450, Section 10927, Section 01928 and other specifications as applicable. The Offeror should provide their health and safety record for similar assignments.

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M.5.2.5.2

The proposal must demonstrate the Offeror's use and application of health physics for the health and safety of workers and preservation of equipment and facilities to assure that the public is not exposed to radiation in excess of that as prescribed in the contract documents. The proposal must demonstrate a sufficient number of applicable field and analytical instruments and protocols necessary to adequately handle this project.

M.5.2.6 Laboratory

M.5.2.6.1

This proposal must demonstrate the adequacy of the laboratory, instrument, methods and procedures for the calibration of instrumentation to perform analysis with reliability \geq 95%.

M.5.2.6.2

The proposal must demonstrate a sufficient number of applicable analytical instruments and a sufficient percentage of instrument time available to adequately handle expected sample volumes.

M.5.2.7 Quality Control and Data Management

M.5.2.7.1

The proposal must demonstrate an understanding of the procedures to ensure that an adequate quality control program for the entire project is implemented (with all necessary documentation).

M.5.2.8 Schedule

M.5.2.8.1

The proposal must demonstrate understanding of project constraints, the proper sequencing of activities and available of facilities and equipment necessary to comply with proposal schedule. The Offeror must demonstrate agreement with the proposed schedule or offer an innovative approach to the scheduling and sequencing of activities that may reduce project duration. Proposals which minimize the duration of time required to remediate individual properties are also encouraged.

M.5.3 Cost Data (Volume 3 - Contract Pricing Proposal)

M.5.3.1

The total cost and/or unit prices of the items contained in the Proposal Schedule will be considered in a subjective evaluation. At a minimum, the Offeror shall submit a separate cost breakdown for each item listed in accordance with cost data requirements specified herein. The cost section of the proposal shall be sufficient detail to allow an in-depth cost analysis by the Government. Cost or pricing will not be point scored factors; however, they will be evaluated as to their reasonableness and affordability, and used to assist the Government in determining if the participating firm has a clear understanding of the actual work requirements.

END OF SECTION

SECTION 01000

ADMINISTRATIVE REQUIREMENTS

- 1. CONTRACTOR PREPARED NETWORK ANALYSIS SYSTEM: (APR 1968 REV NAB AUG 1988)
- 1.1 The progress chart to be prepared by the Contractor pursuant to the Contract Clause entitled "Schedules for Construction Contracts" shall consist of a network analysis system as described below. In preparing this system the scheduling of construction is the responsibility of the Contractor. The requirement for the system is included to assure adequate planning and execution of the work and to assist the Contracting Officer in appraising the reasonableness of the proposed schedule and evaluating progress of the work.
- 1.1.1 An example of one of the numerous acceptable types of network analysis systems is shown in Corps of Engineers Pamphlet EP 415-1-4 entitled "Network Analysis System Guide", single copies of which will be made available to bona fide bidders on request from USACE Publications Depot, 2803 52nd Avenue, Hyattsville, MD 20781-1102, telephone (301)436-2063. Other systems which are designed to serve the same purpose and employ the same basic principles as are illustrated in EP 415-1-4 will be accepted subject to the approval of the Contracting Officer.
- 1.1.2 The Contractor shall submit his network on 5-1/4 inch doublesided disks(s). The network files must be legible on an IBM PC/XT or compatible, and utilize the Primavera scheduling program. This is not intended to limit the Contractor to the use of this system for his network schedule. However, if the data files are provided in any other format, any and all of the other software needed to make the data files legible on the IBM PC/XT or compatible must also be provided, and shall remain available to the Government until fiscal completion of the contract. Additional disk submittals will only be required if there is a change in the network order or activity interdependence.
- 1.1.3 The system shall consist of diagrams and accompanying mathematical analyses.
- 1.1.3.1 Diagrams shall show the order and interdependence of activities and the sequence in which the work is to be accomplished as planned by the Contractor. The basic concept of a network analysis diagram will be followed to show how the start of a given activity is dependent on the completion of preceding activities and its completion restricts the start of following activities.

1.1.3.2 Detailed network activities shall include, in addition to construction activities, the submittal and approval of samples of materials and shop drawings, the procurement of critical materials and equipment, fabrication of special material and equipment and their installation and testing. All activities of the Government that affect progress, and contract required dates for completion of all or parts of the work will be shown. The activities which comprise the following separate buildings and features shall be separately identifiable by coding or use of subnetworks or both:

BUILDING OR FEATURE

MINIMUM NUMBER OF ACTIVITIES (exclusive of dummies)

The selection and number of activities shall be subject to the Contracting Officer's approval. Detailed networks need not be time scaled but shall be drafted to show a continuous flow from left to right with no arrows from right to left. The following information shall be shown on the diagrams for each activity: Preceding and following event numbers, description of the activity, costs, and activity duration, in calendar days.

- 1.1.3.3 The mathematical analysis of the network diagram shall include a tabulation of each activity. The following information will be furnished as a minimum for each activity:
- 1.1.3.3.1 Preceding and following event numbers.
- 1.1.3.3.2 Activity description.
- 1.1.3.3.3 Estimated duration of activities (in calendar days).
- 1.1.3.3.4 Earliest start date (by calendar date).
- 1.1.3.3.5 Earliest finish date (by calendar date).
- 1.1.3.3.6 Actual start date (by calendar date).
- 1.1.3.3.7 Actual finish date (by calendar date).
- 1.1.3.3.8 Latest start date (by calendar date).
- 1.1.3.3.9 Latest finish date (by calendar date).
- 1.1.3.3.10 Slack or float (in calendar days).
- 1.1.3.3.11 Monetary value of activity.
- 1.1.3.3.12 Percentage of activity completed.

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- 1.1.3.3.13 Contractor's earnings based on portion of activity completed.
- 1.1.3.4 The program or means used in making the mathematical computation shall be capable of compiling the total value of completed and partially completed activities and subtotals from separate buildings or features listed in paragraph 1.1.3.2. The program shall also be capable of accepting revised completion dates as modified by approved time adjustments and re-computations of all tabulation dates and float accordingly.
- 1.1.3.5 The analysis shall list the activities in sorts or groups as follows:
- 1.1.3.5.1 By the preceding event number from lowest to highest and then in the order of the following event number:
- 1.1.3.5.2 By the amount of slack, then in order of preceding event number:
- 1.1.3.5.3 In order of latest allowable start dates, then in order of preceding event numbers, and then in order of succeeding event numbers; and
- 1.1.3.5.4 In order of latest allowable finish dates, then in order of preceding event numbers.
- 1.1.4 Submissions and approval of the system shall be as follows:
- 1.1.4.1 A preliminary network defining the Contractor's planned operations during the first sixty (60) calendar days after notice to proceed will be submitted within fifteen (15) days. The Contractor's general approach for the balance of the project shall be indicated. Cost of activities expected to be completed before submission and approval of the whole schedule should be included.
- 1.1.4.2 The complete network analysis system consisting of the detailed network mathematical analysis, schedule of anticipated earnings as of the last day of each month, and network diagrams shall be submitted within 40 calendar days after receipt of notice to proceed.
- 1.1.5 The Contractor shall participate in a review and evaluation of the proposed network diagrams and analysis by the Contracting Officer. Any revisions necessary as a result of this review shall be resubmitted for approval of the Contracting Officer within ten (10) calendar days after the conference. The approved schedule shall then be used by the Contractor for planning, organizing and directing the work, reporting progress, and requesting payment for work accomplished. If the Contractor thereafter desires to make changes in his method of operating and scheduling he shall notify the Contracting Officer in writing stating the reasons for the change. If the Contractor to revise and submit for approval, without additional cost to the Government, all of the affected portion of the

detailed diagrams and mathematical analysis to show the effect on the entire project. A change may be considered of a major nature if the time estimated to be required or actually used for an activity or the logic of sequence of activities is varied from the original plan to a degree that there is a reasonable doubt as to the effect on the contract completion date or dates. Changes which affect activities with adequate slack time shall be considered as minor changes, except that an accumulation of minor changes may be considered a major change when their cumulative effect might affect the contract completion date.

- 1.1.6 The Contractor shall submit at monthly intervals a report of the actual construction progress by updating the mathematical analyses. Entering of updating information into the mathematical analysis will be subject to the approval of the Contracting Officer.
- 1.1.7 The report shall show the activities or portions of activities completed during the reporting period and their total value as basis for the Contractor's periodic request for payment. Payment made pursuant to the Contract Clause entitled "PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS" will be based on the total value of such activities completed or partially completed after verification by the Contracting Officer, and this updated network analysis shall be used as a basis of partial payment. The report will state the percentage of the work actually completed and scheduled as of the report date and the progress along the critical path in terms of days ahead or behind the allowable dates. If the project is behind schedule, progress along other paths with negative slack shall also be reported. The Contractor shall also submit a narrative report with the updated analysis which shall include but not be limited to a description of the problem areas, current and anticipated, delaying factors and their impact, and an explanation of corrective actions taken or proposed. The report shall be submitted within five (5) calendar days after the close of the reporting period.
- 1.1.8 Sheet size of diagrams shall be 30 by 42 inches. Each updated copy shall show a date of the latest revision, and the date of the latest updating.
- 1.1.9 Initial submittal and complete revisions shall be submitted in 4 copies.
- 1.1.10 Periodic reports shall be submitted in 4 copies.
- 1.2 The Contractor shall be prepared to effect schedule revisions in the networks in response to changes to the contract under the terms thereof, at the direction of the Contracting Officer. In the event that change orders are experienced, they shall be reflected as new activities in the network, or as changes in logic and/or time framing of existing activities. They shall be introduced at the next updating after receipt of a change order, and shall be subject to the approval of the Contracting Officer. Change order logic shall affect only those intermediate activities and performance dates directly concerned. Adjustments required in completion dates for those intermediate dates, or for the contract as a whole, will be considered only to the extent that there is not sufficient remaining float

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to absorb the additional time which may be authorized for completion of individual activities.

- 1.3 In those cases where the contract performance is delayed due to causes beyond the control of the Contractor and a time extension may be allowable under one or more of the Contract Clauses entitled "CHANGES," "DIFFERING SITE CONDITIONS," or other applicable clauses, as a condition precedent to granting a time allowance, the Contractor shall submit a time proposal in such form as to identify the specific subnet diagram and activities affected. Further, the proposal should reflect the changed work or delays involved, and demonstrate their effect on the completion date.
- 1.3.1 Based on the information contained in the mathematical analysis, the Contractor shall prepare three earnings time curves ("S" curves), as follows, indicating the schedule of anticipated earnings as of the last day of each month:
- 1.3.1.1 A curve based on all activities completed by the earliest finish time (EFT), as determined by the mathematical computations.
- 1.3.1.2 A curve based on all activities completed by the latest finish time (LFT), as determined by the mathematical computations.
- 1.3.1.3 A curve based on finish time scheduled by the Contractor within the limits of available float.

Earnings shall be expressed in dollar and percentage terms, the percentages being determined by dividing the cumulative earnings by the total contract amount. The graph shall be updated monthly to reflect actual progress, and revised as necessary to reflect time extensions or modifications of substantial amounts of money which have a material affect on the schedule.

- 1.4 Float or slack is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any of the activities in the NAS schedule. Float or slack is not time for the exclusive use or benefit of either the Government or the Contractor. Extensions of time for performance required under the Contract Clauses entitled "CHANGES," "DIFFERING SITE CONDITIONS," or other applicable clauses, will be granted only to the extent that equitable time adjustments for the activity or activities affected exceed the total float or slack along the channels involved.
- 1.5 If the Contractor fails to submit updatings and reports as required by this Special Clause, the Contracting Officer may withhold approval of partial payment estimates until such submittals are made. (FAR DOD SUPPL. 252.236-7012 DEVIATION)

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- 2. PAYMENTS TO CONTRACTORS: (NOV 1976) For payment purposes only, an allowance will be made by the Contracting Officer of 100 percent of the invoiced cost of materials or equipment delivered to the site but not incorporated into the construction, pursuant to the Contract Clause entitled "PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS". The Contracting Officer may also, at his discretion, take into consideration the cost of materials or equipment stored at locations other than the jobsite, when making progress payments under the contract. In order to be eligible for payment, the Contractor must provide satisfactory evidence that he has acquired title to such material or equipment, and that it will be utilized on the work covered by this contract. Further, all items must be properly stored and protected. Earnings will be computed using 100% of invoiced value. (NABCO-E)
- 3. IDENTIFICATION OF EMPLOYEES: (OCT 1983) Each employee assigned to this project by the Contractor and subcontractors shall be required to display at all times, while on the project site, an approved form of identification provided by the Contractor, as an authorized employee of the Contractor/subcontractor. In addition, on those projects where identification is prescribed and furnished by the Government, it shall be displayed as required and it shall immediately be returned to the Contracting Officer for cancellation upon release of the assigned employee and or completion of project. (NAB)
- 4. PURCHASE ORDER: (SEP 1975) One readable copy of all purchase orders for material and equipment, showing firm names and addresses, and all shipping bills, or memoranda of shipment received regarding such material and equipment, shall be furnished the appointed Contracting Officer's Representative as soon as issued. Such orders, shipping bills or memoranda shall be so worded or marked that all material and each item, piece or member of equipment can be definitely identified on the drawings. Where a priority rating is assigned to a contract, this rating, the required delivery date, and the scheduled shipping date shall also be shown on the purchase order. At the option of the Contractor, the copy of the purchase order may or may not indicate the purchase price. (NABCO-E)
- 5. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE. (1985 JAN HQ USACE)
- a. Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a Contractor or subcontractor at any tier shall be based on actual cost data when the Government can determine both ownership and operating costs for each piece of equipment or equipment groups of similar serial and series from the Contractor's accounting records. When both ownership and operating costs can not be determined from the Contractor's accounting records, equipment costs shall be based upon the applicable provisions of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule," Region I. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not

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included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the Schedule in effect at the time of negotiations shall apply. For retrospective pricing, the Schedule in effect as to the time work was performed shall apply.

- b. Equipment rental costs are allowable, subject to the provisions of FAR 31.105 (d)(ii) and FAR 31.205-36 substantiated by certified copies of paid invoices. Rates for equipment rented from an organization under common control, lease-purchase or sale-leaseback arrangements will be determined using the schedule except that rental costs leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated leasees are allowable. Costs for major repairs and overhaul are unallowable.
- c. When actual equipment costs are proposed and the total amount of the pricing action is over \$25,000, cost or pricing data shall be submitted on Standard Form 1411, "Contract Pricing Proposal Cover Sheet." By submitting cost or pricing data, the Contractor grants to the Contracting Officer or an authorized representative the right to examine those books, records, documents and other supporting data that will permit evaluation of the proposed equipment costs. After price agreement the Contractor shall certify that the equipment cost or pricing data are accurate, complete and current. (CENAB)
- REAL PROPERTY EQUIPMENT DATA: (APR 1975) At or before the time of completion of the contract, the Contractor shall submit to the Contracting Officer a complete itemized list, including serial and model number where applicable, showing the unit retail value of each Contractor furnished item of mechanical, electrical and plumbing equipment installed by the Contractor under this contract. For each of the items which is specified herein to be guaranteed for a specified period from the date of acceptance thereof. either for beneficial use or final acceptance, whichever is earlier, against defective materials, design, and workmanship, the following information shall be given: the name, address and telephone number of the Subcontractor, Equipment Supplier, or Manufacturer originating the guaranteed item. The list shall be accompanied by a copy of the specific guarantee document for each item which is specified herein to be guaranteed if one had been furnished to the Contractor by the Equipment Supplier or Manufacturer. The Contractor's guarantee to the Government of these items will not be limited by the terms of any manufacturer's guarantee to the Contractor. Baltimore District NADB Form 1019 may be utilized for the itemized listing and will be made available to the Contractor upon request. (NABCO-E)
- 7. OPERATING AND MAINTENANCE DATA: (JUL 1979) The requirements for furnishing operating and maintenance data and field instruction are specified elsewhere in the specifications. The Contractor shall submit to the Contracting Officer, at a time prior to the 50% project completion time, a list of proposed maintenance and instruction manuals to be furnished the Government and the scheduled dates of all required field instructions

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to be provided by Contractor furnished personnel or manufacturer's representatives. All maintenance and instruction manuals must be furnished to the Contracting Officer at least 2 weeks prior to the scheduled dates of any required Contractor furnished field instructions or at least one month prior to project completion if no Contractor furnished field instructions are required. (NAB)

- 8. SUPERINTENDENCE OF SUBCONTRACTORS: (JAN 1965)
- 8.1 The Contractor shall be required to furnish the following in addition to the superintendence required by the Contract Clause entitled "SUPERINTENDENCE BY THE CONTRACTOR".
- 8.1.1 If more than 50% and less than 70% of the value of the contract work is subcontracted, one superintendent shall be provided at the site and on the Contractor's payroll to be responsible for coordinating, directing, inspecting and expediting the subcontract work.
- 8.1.2 If 70% or more of the value of the work is subcontracted, the Contractor shall be required to furnish two such superintendents to be responsible for coordination, directing, inspecting and expediting the subcontract work.
- 8.2 If the Contracting Officer, at any time after 50% of the subcontracted work has been completed, finds that satisfactory progress is being made, he may waive all or part of the above requirement for additional superintendence subject to the right of the Contracting Officer to reinstate such requirement if at any time during the progress of the remaining work he finds that satisfactory progress is being made. (FAR DOD SUPPL. 252.236-7008)
- 9. FACILITY SECURITY CLEARANCE (None Required)
- 10. PERFORMANCE AND PAYMENT BOND REIMBURSEMENT: (MAY 1983) The Government will reimburse the Contractor for the entire amount of premiums paid for Performance and Payment Bonds (including coinsurance and reinsurance agreements when applicable) at the contract lump sum amount under the Unit Price Schedule Item No. 0001, entitled "Reimbursement of Performance and Payment Bonds." Such payment will be made only after the Contractor furnishes to the Government evidence of full payment to the surety. In no case will any payment be made by the Government for reimbursement of Performance and Payment Bonds exceeding that amount bid by the Contractor under the aforementioned Unit Price Schedule Item. (NAB)
- 11. NEGOTIATED MODIFICATIONS: (OCT 84) Whenever profit is negotiated as an element of price for any modification to this contract with either prime or subcontractor, a reasonable profit shall be negotiated or determined by using the OCE Weighted Guidelines method outlined in EFARS 15.902. (Sugg. NAB 84-232)

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- 12. PHOTOGRAPHIC COVERAGE: (SEP 85) The Contractor shall furnish ten each 8" x 10" commercial grade color photographs of the project (with negatives) to the Contracting Officer. These photographs shall be taken at systematic intervals during the contract where and when directed by the COR. (NABCO)
- 13. CONTRACTOR SAFETY PERSONNEL REQUIREMENT: (1985 JAN HQ USACE)

See Specification Section 01450 - ENVIRONMENTAL HEALTH AND SAFETY REQUIREMENTS.

14. PARTNERING: In order to most effectively accomplish this contract, the Government is willing to form a cohesive partnership with the Contractor and its subcontractors. This partnership would strive to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget and on schedule. This partnership would be bilateral in make-up and participation will be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by both parties and will be shared equally with no change in contract price.

END OF SECTION

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.1 The Contractor shall provide all labor, materials, labor supervision, equipment, tools, consumables, expendables, temporary facilities, security, temporary storage and warehousing, packaging, transportation, insurance, taxes, performance and payment bonds, and other services as required to effect remedial removal and/or Dismantlement of Radioactive Contaminated Materials (RCM), Asbestos Containing Materials (ACM) and other materials, as required, from identified properties, staging and packaging, transportation, and disposal of contaminated and noncontaminated waste, as appropriate, at designated disposal site for Low Specific Activity (LSA) radioactive waste, and contractor selected disposal site(s) for other materials. The Contractor shall also rehabilitate, reconstruct, restore, and/or replace, as required, earth fill, soils, aggregates, curbs, sidewalks, paving for streets and drives, seeding and mulching, sodding, plantings, structure foundations, structures, siding, roofing, flooring, painting, finishes, utilities, plumbing, HVAC, electrical and all other work as required to release identified properties for unrestricted use.

1.2 SITE HISTORY

From 1915 to 1922, the W.L. Cummins Chemical Company of Lansdowne, Pennsylvania, processed radium using a refining technique developed by a University of Pennsylvania Physics Professor, Dr. Dicran Kabakjian. As a by-product of the refining process, fine, well-graded sandlike tailings were produced. Approximately 210 tons of tailings were generated during this 7-year period. These tailings were contaminated with radium-226 (up to 4,000 pCi/g have been found in the dust) and thorium-230. As alpha-emitters, radium-226 and thorium-230 are considered a health hazard when inhaled or ingested. Thorium-230 is five times an alpha emitter than radium-226.

Local masonry and building contractors used these sandlike tailings as an aggregate for the activities such as:

- Laying mortar between brick and stone masonry.
- Pointing mortar on stone or brick masonry.
- Stucco on exteriors of houses.
- Plaster applied to interior of houses.
- Concrete for sidewalks and basement slabs on grade.

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The tailings were also used as fill under basement slabs, exterior perimeter foundation walls, and other miscellaneous applications.

The tailings were used predominantly for the construction of new homes and for additions or repairs to existing homes. The houses and properties affected are located in Lansdowne Borough, East Lansdowne Borough, Upper Darby Township, Aldan Borough, and Darby Borough in Delaware County, Pennsylvania. The extent of contamination includes, but is not limited to, perimeter load bearing foundation walls, common party walls, firewalls, fireplaces and chimneys, brick support columns and piers, interior plaster, exterior stucco, backfill, and other uses associated with home construction.

In March 1992, the Austin Avenue Radiation Site consisted of 29 properties, the radium processing plant (which is normally referred to as the "warehouse"), and an 8-acre park area with some subsurface contamination. The warehouse was dismantled, and a crushing unit was used to reduce the volume of the warehouse rubble. Additional properties were added as the investigation continued. At the present time, over 40 properties are being addressed as part of the Austin Avenue Radiation Site. Some of these properties were included in the EPA Response Program, under the direction of the EPA Region III On Scene Coordinator (OSC).

This effort addresses the 21 properties currently assigned to the EPA Region III Remedial Project Manager. These properties include:

- Lansdowne Borough
 - 216 Wayne Avenue
 - 218 Wayne Avenue
 - 219 Wayne Avenue
 - 237 North Lansdowne Avenue
 - 6 East Plumstead Avenue
 - 10 East Plumstead Avenue
 - 16 East Plumstead Avenue
 - 42 South Union Avenue
 - Warehouse Site
- Upper Darby Township
 - 500 Harper Avenue
 - 346 Owen Avenue
 - 310 Shadeland Avenue
 - 3723 Huey Avenue

- Aldan Borough
 - 64 South Clifton Avenue
- East Lansdowne Borough
 - 34 Lewis Avenue
 - 211 Penn Boulevard
 - 151 Lexington Avenue
- Darby Borough
 - 617 Pine Street
 - 619 Pine Street
 - 621 Pine Street
 - 623 Pine Street

Another radiation site in Lansdowne had previously been remediated. This site was Dr. Kabakjian's residence on Stratford Avenue and is not directly related to Austin Avenue Radiation Site. However, the lessons learned in the remediation of that site have been considered in the development of this Remedial Action Program.

PART 2 SUMMARY OF WORK AND SERVICES

- 2.1 Review all contract specifications and drawings, and all supporting documentation to become fully familiar with existing conditions and performance intent of this contract. All supporting documentation is available for review at the Lansdowne Public Library, Lansdowne, Pennsylvania.
- 2.2 The Contractor is advised that the remedial requirements for all identified properties will be in conformance with the applicable technical sections of these specifications, and the Record of Decision (ROD).
- 2.3 The Contractor is advised that rehabilitation, reconstruction and/or replacement of tangible property will follow the guidelines as generally set forth in the technical specifications and conform with the schedules shown and listed on the contract drawings for each property as applicable.
- 2.4 The Contractor will develop, submit for approval, implement and enforce implementation of a Site Health and Emergency Response Program (SHERP) in compliance with Sections 01450, ENVIRONMENTAL HEALTH AND SAFETY REQUIREMENTS; Section 01927, SURVEYS FOR CONTAMINATION; Section 01928, HAZARDOUS WASTE CHARACTERIZATION, DECONTAMINATION AND DISPOSAL, and other project specifications as applicable.

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- 2.5 The Contractor will develop, submit for approval, and implement project management work plans and special procedures necessary for the timely scheduling and execution of remedial work requirements and restorations as required. It is anticipated that several properties will undergo remediation concurrently. The Contractor will provide for and support this level of effort.
- 2.6 The Contractor will provide and maintain temporary field facilities, office trailer(s), storage trailer(s), change trailer(s), radioactive materials analytic laboratory(s), sanitary facilities, potable water, heat, air conditioning, office equipment, reproduction equipment, computers, electrical power, telephones, cleaning services and other requirements for the duration of this work. The Contractor will provide these and other services as necessary under the provisions of Section 01510, TEMPORARY CONSTRUCTION ITEMS and other applicable sections.
- 2.7 The Contractor will develop, submit for approval, demonstrate for compliance and implement Contractor quality control program as required under the provisions of Section 01440, CONTRACTOR QUALITY CONTROL and other applicable project specifications.
- 2.8 The Contractor will coordinate all on site work efforts with each applicable Borough and/or Township with respect to notification of police, fire and other agencies as a courtesy in keeping them informed of daily project status and special needs if necessary.
- 2.9 The Contractor will contact and coordinate with applicable public utilities for the location of underground utility service pipelines, wires, cables, etc., prior to the start of excavation. This information is to be recorded and incorporated into project drawings as required. The Contractor shall coordinate his efforts as necessary per Specification Section 01030, JOB CONDITIONS.
- 2.10 The Contractor to perform a property survey for each identified property, with a Registered Land Surveyor, and establish corner boundaries, stake and set steel pins.
- 2.11 The Contractor will provide and install a temporary security fence around each property, provide for twenty-four (24) hours per day, seven (7) days per week security service and maintain same until such time that each property is released for "Unrestricted Use" and/or after property has been rehabilitated/reconstructed/replaced and temporary fencing has been removed.
- 2.12 The Contractor will assume responsibility and services of existing and in place security/intrusion/fire alarm systems for all identified properties. The present provider/vendor of these services has been identified as follows:

Universal Alarms Systems, Inc. 9100 West Chester Pike Upper Darby, PA 19082 Telephone: 610-446-9300

- 2.12.1 Intrusion alarms are currently installed at the following addresses:
- 216 Wayne Avenue
- 218 Wayne Avenue
- Warehouse Site
- 300 Harper Avenue
- 346 Owen Avenue
- 34 Lewis Avenue
- 2.13 The Contractor will provide, install, and remove at the completion of remedial work, temporary individual site facilities requirements, including, but not limited to, decontamination areas, materials handling and staging, hot zone boundary(s), HEPA vacuums, safety showers, radioactive monitoring equipment, packaging materials for radioactive contaminated materials, roll-off dumpsters for general construction/noncontaminated dismantlement debris and other tools, consumable and expendable items as required for the timely execution of remedial work.
- 2.14 The Contractor will perform sampling and analyses of identified properties to further evaluate and determine extent and levels of contamination in accordance with action levels as established in Section 01927, SURVEYS FOR CONTAMINATION; Section 01928, HAZARDOUS WASTE CHARACTERIZATION, DECONTAMINATION, AND DISPOSAL; and other project specifications as applicable for structure, soils and asbestos.
- 2.15 The Contractor will remove and/or dismantle all materials in accordance with Section 02050, DISMANTLING, institute and maintain a program that segregates Radioactive Containing Material (RCM) from Asbestos Containing Material (ACM) and RCM and ACM from "clean" dismantlement debris. If ACM and/or "clean" dismantlement debris becomes contaminated with radioactive material it shall be classified and disposed as RCM or mixed waste, at the Contractor's expense.
- 2.16 The Contractor will immediately package and/or place dismantled materials and debris into appropriate boxes and/or containers. It is recommended that the Contractor consolidate materials to maximize mass into minimum volume. This is applicable to RCM, radioactive contaminated soils, ACM and clean dismantlement debris.
- 2.17 The Contractor will prepare and submit for review and approval an Erosion and Sediment (E&S) Control Plan, in accordance with Section 01560, ENVIRONMENTAL PROTECTION and other contract documents. The E&S Plan shall be submitted to the Contracting Officer, US Army Corps of Engineers Baltimore District for review/approval

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prior to the remediation/excavation of contaminated soils. The Contractor shall submit approved plans to local authorities prior to the commencement of work at each site.

- 2.18 The Contractor may choose to stage and store packaged contaminated materials at an interim storage area for loading and transport to disposal site. See Appendix "A", Disposal Contract for Envirocare of Utah, Inc.
- 2.19 The Contractor will provide for loading of vehicles at the site storage/staging area and transportation from the site storage/staging area to the Envirocare of Utah, Inc. facility, for RCM or mixed waste, as per the existing/in place contract as shown in Appendix "A", Disposal Contract for Envirocare of Utah, Inc. The Contractor is advised to notify the Contracting Officer of any problems or concerns regarding the ability to properly dispose of wastes generated during the course of this contract.
- 2.20 The Contractor will affix a placard to each carrier of RCM with the information as stated in Appendix "D", Placard to be affixed to transport vehicles.
- 2.21 The Contractor is advised that a central location, the area known as the "Warehouse Site", located at the northwest corner of South Union Avenue and Austin Avenue, is available for the location of field office, contaminated materials staging, consolidation, repackaging, shipping, etc. The Contractor is responsible for the acquisition of other additional staging area(s) as may be required, and the development of these areas to comply with the commercial and technical requirements of these documents.
- 2.22 The Contractor is advised that soils contamination may extend beyond the legal boundaries of property(s) identified. The Contractor will pursue remedial actions as necessary, and in compliance with the action levels indicated, until acceptable levels are met. The Contractor will advise the Owner's of affected properties and the Contracting Officer. The Contractor will arrange and coordinate all efforts as necessary to remediate soils in compliance with all applicable specifications. Anticipated properties where this may occur are identified as follows:

a.	64 South Clifton	Aldan
b.	211 Penn Boulevard	East Lansdowne
C.	151 Lexington Avenue	East Lansdowne
d.	34 Lewis Avenue	East Lansdowne

2.23 The Contractor will restore neighboring property to original grades and replace all fencing, shrubbery, trees, walkways, buildings, soil, grass, curbing, driveways, or other tangible property which may be damaged or removed from adjacent property(ies) during

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the remedial action shall be replaced, unless otherwise directed by the Contracting Officer.

- 2.24 The Contractor will inventory and characterize all household wastes that may be left behind by the Homeowner(s). Materials, such as solvents, cleaners, paints, etc., are to be disposed of as a RCRA waste. This requirement is applicable to those properties identified in Remedial Alternatives 3, 4 and 5.
- a. Identified RCRA and other like or listed household wastes shall be removed, placed into approved containers, loaded into appropriate ground transportation and disposed at a state approved disposal site. Allowance quantities of RCRA/listed wastes have been included within the Unit Price Schedule and are based on a per cubic foot (CF) basis. The Contractor shall include and provide for all costs associated with the identification, packaging, transportation, surcharges, taxes and disposal as required.
- 2.25 The Contractor shall adhere to the following criteria for the remediation/removal/dismantlement, packaging, transport and disposal of wastes:
- a. Radioactive Contaminated Material (RCM)
 - 1. Remove contaminated wastes in concurrence with applicable "clean" criteria as contained within Section 01450, ENVIRONMENTAL HEALTH AND REQUIREMENTS: Section 01927, SURVEYS 01928, CONTAMINATION: Section HAZARDOUS WASTE CHARACTERIZATION, DECONTAMINATION AND DISPOSAL, and other specifications as applicable. For buildings and structures, all materials identified as contaminated in contract documents (i.e., design drawings and/or structure characterization reports) should be assumed to be contaminated unless proven otherwise. Likewise, all materials shown as uncontaminated should be assumed to be "clean" unless proven otherwise. A detailed sampling program will be required to verify clean vs. contaminated materials.
 - 2. The Contractor shall provide yard boxes, super sacks or other appropriate packaging as may be accepted by the disposal site (reference Appendix "A", Disposal Contract for Envirocare of Utah, Inc.).
 - 3. The Contractor shall load RCM into appropriate packaging, perform wipe testing and other protocols to assure that RCM has not contaminated exterior of packaging, and load packaged RCM to trucks or other means of transport.

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- 4. The Contractor's basis of payment will be on a per ton (ton = 2,000 pounds) basis. This will be for remedial removal, packaging, interim storage, handling, loading for transport and transportation to the Envirocare of Utah, Inc. facility (see Appendix "A" for Envirocare of Utah, Inc. contract information).
- 5. RCRA and other listed wastes that have become contaminated with RCM will be handled and disposed of as "RCM Mixed Waste". The Contractor is advised not to purposely mix wastes as such, and if this occurs the Contractor will be responsible to verify compatibility and take corrective measures and bear any additional costs associated with packaging, transport and proper disposal.
- 6. The Government will be responsible for disposal costs and fees at the Envirocare of Utah, Inc. disposal facility.
- 7. Any additional costs associated with waste not accepted due to improper characterization, packing, labeling or other causes will be the Contractor's responsibility.
- b. The Contractor is advised that all other goods, furniture, trash and miscellaneous debris that has been left behind will be the Contractors responsibility to include and provide for all costs associated with proper packaging, transportation and disposal as required.
- c. Asbestos Containing Material (ACM)
 - 1. The Contractor will be responsible for the sampling and testing to identify the presence and extent of ACM. Sources of ACM, where known, have been indicated on the contract drawings and allowances/quantities have been included within the Unit Price Schedule.
 - The Contractor shall, prior to ACM sample collection, conduct radon testing and other such tests to determine possible existing hazards that would preclude the safe sample collection and inspections required to determine extent of ACM.
 - 3. ACM that is contaminated with Radioactive Contaminated Materials (RCM) will be handled and disposed of as RCM as described in the foregoing Section "A" above.
 - 4. Prior to removal of ACM, the Contractor shall notify the United States Environmental Protection Agency (USEPA), in writing, in accordance with NESHAP Asbestos Regulations (40 CFR 61, Subpart M, Revised 20

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- November 1990) and all other applicable codes and regulations. This would apply only if offsite disposal is required for ACM.
- 5. Identified ACM shall be removed, placed into approved containers, labeled per National Emission Standards for Hazardous Air Pollutants (NESHAPS) and DOT Requirements, and the Contractor shall arrange for the transportation and disposal of ACM at state approved disposal site.
- d. Construction/Dismantlement Debris; General Non-Hazardous Wastes
 - 1. The Contractor shall include and provide for all costs, fees, surcharges and taxes associated with the dismantlement and/or removal of common building debris, including but not limited to, wood framing, brick, stones, mortar, concrete, lath and plaster, drywall, ceramic tile, stucco, slate roofing and other materials, consolidation of wastes, loading into appropriate roll-off containers, transportation and appropriate disposal.
 - 2. Payment for this line item of cost will be on a per ton (ton = 2,000 pounds) basis. The Contractor is responsible for the development and maintenance of business relationship with disposal organization during the duration of this contract and should disposal facility close or become unable to accept general waste, the Contractor shall obtain alternative sources at no additional cost.
- 2.26 The Contractor will develop and update, as required, an overall project schedule, utilizing a PC based software system such as Primavera or other scheduling software. Updates to schedule will be as necessary when significant changes are encountered and/or at monthly intervals. See Section 01000, ADMINISTRATIVE REQUIREMENTS, for the network analysis system requirements.
- 2.27 The Contractor is advised to coordinate all salvage rights to properties that are listed under the remediation/dismantlement alternatives, as designated in the ROD. The USACOE-Baltimore District, Real Estate Division is to be contacted for information and coordination. At the Contractor's discretion and upon the approval of the Contracting Officer, the Contractor may salvage dismantled materials. However, all materials will be decontaminated to levels as per NRC Regulation 1.86.
- 2.28 Under Remedial Action Alternative No. 2, Contamination Removal and Building Repair, the Contractor will remediate and reconstruct, as indicated in the design documents, the following structures:

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- 1. 346 Owen Avenue, Upper Darby, PA
- 2. 42 South Union Avenue, Lansdowne, PA

Note: The actual building repair/replacement will be applied to 44 South Union Avenue which shares common/party wall construction.

- 2.29 The Contractor shall adhere to the guidelines as generally set forth for the work required at 346 Owen Avenue, Upper Darby, PA. The work will include, but not limited to the following:
- a. Prepare work plans and follow guidelines as set forth in this Summary of Work.
- b. The Contractor shall remove trees, shrubs and other vegetation as required to provide access to structure and contaminated soils. The Contractor is advised to take necessary measures to protect Japanese Split Leaf Maple located next to driveway in side yard.
- c. Dismantle noncontaminated portions of the front porch at the north and east elevations of the main structure.
- d. Dismantle noncontaminated kitchen, pantry, bedroom addition at the south elevation of the main structure. This also includes the removal of the wooden ramp at the west elevation.
- e. The Contractor shall remove all RCM foundations, concrete slabs, masonry and soils as necessary to comply with clean criteria as set forth in the contract documents.
- f. Provide, deliver, and install new fabricated metal access door as manufactured by Bilco or approved equal to basement, remove existing access and seal foundation wall as necessary per the design drawings.
- g. Provide, deliver, place, spread and compact clean fill materials to original and/or as indicated grade elevations.
- h. The Contractor will provide, deliver, and install all materials, labor, tools, equipment and other services as required to construct new front porch, new side porch and deck, new family room addition and new kitchen within the existing structure. All work will be in accordance with the design drawings and finish schedules as required. This work will include, but not limited to foundations, structure(s) framing, flooring, siding, doors and windows, roofing, cutting and patching, painting, finishes, plumbing, HVAC, electrical work and other requirements as necessary.

- i. The Contractor will ascertain all necessary requirements and services for this reconstruction and arrange for all interim inspections for code compliance. The Contractor shall include all costs and fees within its bid. Upon completion the Contractor shall obtain Certificate of Occupancy.
- j. The Contractor shall regrade disturbed areas, provide and spread top soil, seed and mulch flat areas, sod steeper slopes, provide and install trees as indicated on the appropriate site plan.
- 2.30 The Contractor is hereby advised that the property identified at 42 South Union Avenue is selected for action under Alternative No. 5, Building Dismantlement and Contamination Removal. However, due to past construction practice the addition located at 44 South Union Avenue shares a common or party wall with 42 South Union Avenue. Due to this existing condition the property located at 44 South Union Avenue will be classified for actions as appropriate under Alternative No. 2, Contamination Removal and Building Repair.
- 2.31 The Contractor shall adhere to the guidelines as generally set forth for the work required at 42 and 44 South Union Avenue, Lansdowne, PA. The work will include, but not limited to the following:
- a. Prepare work plans and follow guidelines as set forth in this Summary of Work.
- b. Dismantle structure addition containing rear entry, bedroom and bathroom at 44 South Union Avenue and install weather barriers at unaffected structure.
- c. Provide and install temporary support "Jack Wall" under roof rafters at garage addition at 44 South Union Avenue.
- d. Dismantle noncontaminated masonry structure including common "Party" wall at the identified structure at 42 South Union Avenue. Remove debris as required.
- e. The Contractor shall remove all RCM foundations, concrete slabs and/or footers, masonry, rubble and other debris, and soils as necessary to comply with clean criteria as set forth in the contract documents.
- f. Provide, deliver, place, spread and compact clean fill materials to original and/or as indicated grade elevations.
- g. The Contractor will provide, deliver, and install all materials, labor, tools, equipment and other services as required to replace the common party wall. After party wall is in place the Contractor shall "Found" existing garage roof rafters on new bearing, patch roofing and close up as required.

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- h. The Contractor will provide, deliver, and install all materials, labor, tools, equipment and other services as required to construct new rear entry, bedroom and bathroom. All work will be in accordance with the design drawings and finish schedules as required. This will include but not limited to foundations, structure framing, flooring, siding, doors and windows, roofing, cutting and patching, painting, finishes, plumbing, plumbing fixtures, HVAC, electrical work and other requirements as necessary.
- i. The Contractor will repair and restore bituminous paving at 44 South Union Avenue.
- j. The Contractor will place geotextile underlayment on prepared subgrade and cover area, vacated by remedial action at 42 South Union Avenue with aggregates and grade as required.
- k. The Contractor will ascertain all necessary requirements and services for this reconstruction and arrange for all interim inspections for code compliance. The Contractor shall include all costs and fees within its bid. Upon completion the Contractor shall obtain Certificate of Occupancy.
- 2.32 Under Remedial Action Alternative No. 4, Building Dismantlement, Contaminant Removal and Permanent Relocation and Alternative No. 5, Building Dismantlement and Contaminant Removal, the Contractor will remediate, in conjunction with concurrent dismantlement, the following structures:
 - 1. 216 Wayne Avenue, Lansdowne, PA
 - 2. 218 Wayne Avenue, Lansdowne, PA
 - 3. 219 Wayne Avenue, Lansdowne, PA
 - 4. 237 North Lansdowne Avenue, Lansdowne, PA
 - 5. 6 East Plumstead Avenue, Lansdowne, PA
 - 6. 10 East Plumstead Avenue, Lansdowne, PA
 - 7. 16 East Plumstead Avenue, Lansdowne, PA
 - 8. 42 South Union Avenue, Lansdowne, PA (see Summary of Work 2.30 and 2.31)
 - 9. 500 Harper Avenue, Upper Darby, PA
 - 10. 310 Shadeland Avenue, Upper Darby, PA

- 11. 3723 Huey Avenue, Upper Darby, PA
- 12. 64 South Clifton Avenue, Aldan Borough, PA
- 13. 34 Lewis Avenue, East Lansdowne, PA
- 14. 211 Penn Boulevard, East Lansdowne, PA
- 15. 151 Lexington Avenue, East Lansdowne, PA
- 16. 617 Pine Street, Darby Borough, PA
- 17. 619 Pine Street, Darby Borough, PA
- 18. 621 Pine Street, Darby Borough, PA
- 19. 623 Pine Street, Darby Borough, PA
- 2.33 The Contractor shall adhere to the guidelines as generally set forth for the work required at the aforementioned nineteen (19) sites and shall include, but not limited to the following:
- a. Prepare work plans and follow guidelines as set forth in this Summary of Work.
- b. The Contractor shall remove trees, shrubs, and other vegetation as required to provide access to structures and contaminated soils. Monitor and dispose of debris as appropriate under the criteria established for this contract.
- c. Dismantle structure(s) as required to segregate noncontaminated dismantlement debris from RCM, ACM, and other RCRA wastes. The Contractors efforts will be closely monitored for compliance with clean criteria established and set forth in the contract documents.
- d. Radioactive contaminated materials are to be packed into appropriate containers or packaging as to maximize or consolidate materials into the smallest volume as practical. This may include combining contaminated soils with masonry or rubble to "fill" voids, or other methods as necessary to maximize density.
- e. Other materials are to be consolidated as necessary and disposal, except RCM, of wastes are in the Contractor's Scope of Responsibility.
- f. After remediation has been completed the Contractor shall provide, deliver, place, spread and compact clean fill material into excavation voided by dismantled structure(s).

- g. The Contractor shall regrade disturbed areas, provide and spread top soil, seed and mulch flat areas, stabilize or sod steeper slopes, replace sidewalks, curbs and restore paving as necessary.
- 2.34 The Contractor shall execute work in a manner that will not interfere with the safety and integrity of adjacent structures and property. The Contractor is also advised to perform all work in a clean, safe and workmanlike manner.
- 2.35 Upon completion of remediation of each property, the Contractor shall prepare and submit a final report on each property that documents that the property has been cleaned up to established cleanup levels.

PART 3 ITEMS NOT IN CONTRACTOR SCOPE OF SERVICES

3.1 Resident relocation and associated real estate issues will be provided by the U.S. Army Corps of Engineers - Baltimore District, Real Estate Division.

END OF SECTION

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SECTION 01025

MEASUREMENT AND PAYMENT

- 1.1 General Requirements
- 1.1.1 Performance and Payment Bonds (Bid Item 0001)
- 1.1.1.1 Payment for performance and payment bonds will be made at the lump sum price bid in the Bidding Schedule for Item 0001. This will be the Contractor's premium for the provision of Performance and Payment bonds or surety for the full value of this contract. See paragraph Reimbursement of Performance and Payment Bonds in Section 01000, ADMINISTRATIVE REQUIREMENTS.
- 1.1.2 Project Mobilization and Demobilization (Bid Item 0002)
- 1.1.2.1 Payment for project mobilization and demobilization will be made at the lump sum price bid in the Bidding Schedule for Item 0002. This will be full compensation for providing all labor, materials, facilities, rentals, equipment, tools, services, surveys, fees, submittals, and all other costs associated with the timely execution of work scope, as described in Section 01010, SUMMARY OF WORK, and at the cleanup and removal of same at the successful completion of this project.
- 1.1.3 Safety, Health and Emergency Response (Bid Item 0003)
- 1.1.3.1 Payment for SHERP will be made at the lump sum price in the Bidding Schedule for Item 0003. This will be full compensation for providing safety, health, and emergency response planning, equipment, facilities, services, radiation safety, personnel protective clothing, and other requirements that include, but not limited to Section 01450, ENVIRONMENTAL HEALTH AND SAFETY REQUIREMENTS; Section 01927, SURVEYS FOR CONTAMINATION; Section 01928, HAZARDOUS WASTE CHARACTERIZATION, DECONTAMINATION, AND DISPOSAL, and other applicable sections.
- 1.1.4 Project Security (Bid Item 0004)
- 1.1.4.1 Payment for project security will be made at the lump sum price bid in the Bidding Schedule for Item 0004. This will be full compensation for providing project security during the course of the contract. This will include, but not limited to security fencing installation and removal, full guard and security services, intrusion alarms, fire alarms, lighting and other services and facilities to insure adequate protection of property, equipment, and other facilities as required.

- 1.2 Project Site Remediation
- 1.2.1 Radioactive Contaminated Material (RCM) Remediation;/Dismantlement and Transportation
- 1.2.1.1 Masonry/Concrete/Rubble/Other (Bid Item 0005)
- 1.2.1.1.1 Measurement for the remediation/dismantlement packaging and transportation will be measured to the nearest ton (ton = 2,000 pounds).
- 1.2.1.1.2 Payment will be at the unit price bid in the Bidding Schedule for Item 0005, for which price and payment will be full compensation for the characterization, removal, packaging, sampling, testing, and transportation of RCM as per all applicable contract documents.
- 1.2.1.2 Soils (Bid Item 0006)
- 1.2.1.2.1 Measurement for remediation/dismantlement packaging and transportation will be measured to the nearest cubic foot (CF) determined by in place, neat volume.
- 1.2.1.2.2 Payment will be at the unit price bid in the Bidding Schedule for Item 0006, for which price and payment will be full compensation for the characterization, removal, packaging, sampling, testing and transportation of RCM soils per all applicable contract documents. Cost of disposal will be borne by the Government.
- 1.2.1.3 Mixed Wastes (Bid Item 0007)
- 1.2.1.3.1 Measurement for remediation/dismantlement packaging and transportation will be measured to the nearest ton (ton = 2,000 pounds).
- 1.2.1.3.2 Payment will be at the unit price bid in the Bidding Schedule for Item 0007, for which price and payment will be full compensation for the characterization, removal, packaging, sampling, testing and transportation of RCM mixed with RCRA or other listed hazardous wastes per all applicable contract documents.
- 1.2.2 Hazardous/Listed Wastes Remediation/Removal, Transportation and Disposal
- 1.2.2.1 RCRA and Other Listed Wastes (Bid Item 0008)
- 1.2.2.1.1 Measurement for the remediation/removal, transportation and disposal will be measured to the nearest cubic foot (CF).

- 1.2.2.1.2 Payment will be at the unit price bid in the Bidding Schedule for Item 0008, for which price and payment will be full compensation for the characterization, removal, packaging, sampling, testing, handling, transportation and disposal at approved facility all RCRA and other listed wastes per all applicable contract documents.
- 1.2.3 Asbestos Containing Material (ACM) Remediation/Removal, Transportation and Disposal
- 1.2.3.1 Asbestos Containing Materials (Bid Item 0009)
- 1.2.3.1.1 Measurement for the remediation/removal, transportation and disposal will be measured to the nearest cubic foot (CF).
- 1.2.3.1.2 Payment will be at the unit price bid in the Bidding Schedule for Item 0009, for which price and payment will be full compensation for the characterization, removal, packaging, sampling, testing, handling, transportation, and disposal at approved facility for all ACM per all applicable contract documents.
- 1.2.4 Construction/Dismantlement Debris, General Nonhazardous Wastes and General Debris, Transportation and Disposal
- 1.2.4.1 Unclassified/General Debris (Bid Item 0010)
- 1.2.4.1.1 Measurement for general/dismantlement debris removal, loading, transportation and disposal at appropriate facility will be measured to the nearest ton (ton = 2,000 pounds).
- 1.2.4.1.2 Payment will be at the unit price bid in the Bidding Schedule for Item 0010, for which price and payment will be full compensation for the characterization, removal, handling, loading, transportation and disposal of all nonhazardous building construction dismantlement debris and other unclassified material as per all applicable contract documents.
- 1.3 Project Site Restoration
- 1.3.1 Site Restoration
- 1.3.1.1 Clean Fill for Excavations (Bid Item 0011)
- 1.3.1.1.1 Unit of Measure: Cubic Yard (CY)

- 1.3.1.1.2 Price and payment, for Bid Item 0010, will be full compensation for the provision of suitable clean fill materials, transportation, placing, spreading, grading, and compacting in place quantity as per Section 02201, Section 02210, Section 02221 and all other applicable sections.
- 1.3.1.2 Topsoil, 4" Thick (Bid Item 0012)
- 1.3.1.2.1 Unit of Measure: Cubic Yard (CY)
- 1.3.1.2.2 Price and payment, for Bid Item 0012, will be full compensation for the provision of suitable organic topsoil, transportation, placing, spreading and grading in place quantity as per Section 02210, Section 02935, Section 02935A, Section 02950A and all other applicable sections.
- 1.3.1.3 Aggregates/Crushed Stone (Bid Item 0013)
- 1.3.1.3.1 Unit of Measure: Cubic Yard (CY)
- 1.3.1.3.2 Price and payment, for Bid Item 0013, will be full compensation for the provision of suitable granular materials, transportation, placing, spreading, compacting and grading in place quantity as per all applicable sections.
- 1.3.1.4 Seeding and Mulching (Bid Item 0014)
- 1.3.1.4.1 Unit of Measure: Square Yard (SY)
- 1.3.1.4.2 Price and payment, for Bid Item 0014, will be full compensation for the provision of materials, labor, and other services for the delivery and installation of proper seeding and mulching and sodding where applicable as per Section 02210, Section 02935, Section 02935A, Section 02950A and all other applicable sections.
- 1.3.1.5 Other and Plantings (Bid Item 0015)
- 1.3.1.5.1 Unit of Measure: Lump Sum (Allowance) \$20,000.00
- 1.3.1.5.2 Price and payment, for Bid Item 0015, will be full compensation for the provision of materials, labor, equipment, services and fees associated with the suitable restoration of disturbed areas to the satisfaction of the COR and in compliance with all applicable sections and site conditions. Allowance for undetermined restoration requirements.
- 1.3.1.6 Shrubs, 2'-3' Ht. (Bid Item 0016)
- 1.3.1.6.1 Unit of Measure: Per Each

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- 1.3.1.6.2 Price and payment, for Bid Item 0016, will be full compensation for the provision of suitable nursery stock, transportation, labor, equipment and other services associated with the restoration of disturbed areas to the satisfaction of the COR and in compliance with all applicable sections and site conditions.
- 1.3.1.7 Trees, 2"-3" Caliper (Bid Item 0017)
- 1.3.1.7.1 Unit of Measure: Per Each
- 1.3.1.7.2 Price and payment, for Bid Item 0017, will be full compensation for the provision of appropriate species, transportation, labor, equipment, and other services required with the planting of trees associated with the restoration of disturbed area at 346 Owen Avenue, Upper Darby Township, in accordance with all applicable specification sections.
- 1.3.1.8 Replace Curbs (Bid Item 0018)
- 1.3.1.8.1 Unit of Measure: Per Linear Foot (LF)
- 1.3.1.8.2 Price and payment, for Bid Item 0018, will be full compensation for the area preparation, provision of formwork, reinforcing, concrete, procurement placement, finishing, curing all other requirements associated with the replacement of curbs that have been removed and/or damaged from remedial efforts in accordance with Section 02511B and all other applicable specification sections.
- 1.3.1.9 Replace Sidewalks (Bid Item 0019)
- 1.3.1.9.1 Unit of Measure: Per Linear Foot (LF)
- 1.3.1.9.2 Price and payment, for Bid Item 0019, will be full compensation for the preparation, provision of formwork, reinforcing, concrete procurement, placement, finishing, curing and all other requirements associated with the replacement of sidewalks that have been removed and/or damaged from remedial efforts in accordance with Section 02511A and all other applicable specification sections.
- 1.3.1.10 Pavement Restoration and Repair (Bid Item 0020)
- 1.3.1.10.1 Unit of Measure: Per Square Yard (SY)
- 1.3.1.10.2 Price and payment, for Bid Item 0020, will be full compensation for the preparation, provision of materials, labor, tools, equipment, services and fees for the replacement of bituminous and/or other matching pavement that has been removed and/or damaged from remedial efforts in accordance with Section 02551 and all other applicable specification sections.

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- 1.4.1 Structure Restoration/Rehabilitation/Reconstruction: Structure Reconstruction
- 1.4.1.1 42/44 South Union Avenue Lansdowne Borough (Bid Item 0021)
- 1.4.1.1.1 Unit of Measure: Lump Sum (LS)
- 1.4.1.1.2 Price and payment, for Bid Item 0021, will be full compensation for the restoration required for the storage garage at 44 South Union Avenue, and the replacement construction of dismantled building addition at 44 South Union as a result of the remediation efforts required at 42 South Union Avenue. The lump sum price will include, but not limited to, all labor, materials, equipment, tools, services, fees, subcontracts, rentals and other items as necessary to install work in accordance with all applicable specification sections and contract documents.
- 1.4.1.2 346 Owen Avenue Upper Darby Township (Bid Item 0022)
- 1.4.1.2.1 Unit of Measure: Lump Sum (LS)
- 1.4.1.2.2 Price and payment, for Bid Item 0022, will be full compensation for the replacement construction of porches and additions to 346 Owen Avenue as a result of the remedial efforts required to remove contaminated foundations and other contaminated construction. The lump sum price will include, but not limited to, all labor, materials, equipment, tools, services, fees, subcontracts, rentals and other items as necessary to construct porches and rear addition as replacements in accordance with all applicable specification sections and contract documents.

END OF SECTION

SECTION 01030

JOB CONDITIONS

- 1. LAYOUT OF WORK: (APR 1972) The Contractor shall lay out his work and shall be responsible for all measurements in connection therewith. The Contractor shall furnish, at his own expense, all templates, platforms, equipment, tools and materials and labor as may be required in laying out any part of the work. The Contractor will be held responsible for the execution of the work to such lines and elevations shown on the drawings or indicated by the Contracting Officer.
- 2. PHYSICAL DATA: (APR 1984) Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation or conclusion drawn from the data or information by the Contractor.
- 2.1 Transportation Facilities: The site is accessed by Baltimore Avenue to South Union Avenue. Access to Baltimore Avenue is via State Routes 320 and 420 which also access US Route 95.
- 2.2 Explorations: The physical conditions indicated on the drawings and in the specifications are the result of site investigations by surveys and auger borings.

3. UTILITIES:

- 3.1 Availability of Utilities Including Lavatory Facilities: (JUN 1980) It shall be the responsibility of the Contractor to provide all utilities he may require during the entire life of the contract. He shall make his own investigation and determinations as to the availability and adequacy of utilities for his use for construction purposes and domestic consumption. He shall install and maintain all necessary supply lines, connections, piping, and meters if required, but only at such locations and in such manner as approved by the Contracting Officer. Before final acceptance of work under this contract, all temporary supply lines, connections and piping installed by the Contractor shall be removed by him in a manner satisfactory to the Contracting Officer.
- 3.2 Interruption of Utilities: (1972)
- 3.2.1 No utility services shall be interrupted by the Contractor to make connections, to relocate, or for any purpose without approval of the Contracting Officer.
- 3.3 Alterations to Utilities: Where changes and relocations of utility lines are noted to be performed, the Contractor shall give the Contracting Officer at least thirty days' written notice in advance of the time that the change or relocation is required. Any modification

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to existing or relocated lines required as a result of the Contractor's method of operation shall be made wholly at the Contractor's expense and no additional time will be allowed for delays incurred by such modifications.

- 4. DISPOSAL OF EXISTING MATERIAL AND EQUIPMENT: The Contractor shall refer to applicable sections of this specification for the determination of clean criteria and disposition of all materials. This includes RCM, ACM and general debris that will be generated from the remedial efforts associated with this project.
- 5. MAINTENANCE OF ACCESS: (DEC 1975) The Contractor shall not block passage through sidewalks, roads, alleys or other entranceways to structures during performance of work under this contract. In addition, the Contractor shall at all times maintain safe and clear passage through interior corridors and doorways to allow safe access within the structures. No equipment or new materials are to be stored in the building except those items that are necessary for progress of the immediate work. All existing equipment, materials and debris removed during the work that are not to be reinstalled shall be removed daily by the Contractor from the building.
- 6. PROTECTION OF GOVERNMENT PROPERTY AND PERSONNEL: (DEC 1975)
- 6.1 The Contractor shall protect the public by installing safety rails and/or barricades as applicable to prevent injury from unauthorized entry of personnel into work areas. Warning signs shall be erected as necessary to indicate Construction areas or hazardous zones. Work shall proceed in such manner as to prevent the undue spread of dust and flying particles. The Contractor shall adhere to Specification Section 01450, ENVIRONMENTAL HEALTH AND SAFETY REQUIREMENTS and other sections as applicable.
- 7. ORDER OF WORK AND COORDINATION WITH OTHER CONTRACTORS: (FEB 1979) Other Contractors are presently working in the same area. After award of this contract a meeting will be held with all contractor representatives and the Contracting Officer to develop a plan of work coordination. In case of disagreement regarding use of an area the decision of the Contracting Officer will control.
- 8. SALVAGE MATERIAL AND EQUIPMENT: The Contractor shall maintain adequate property control records for all materials and equipment specified to be salvaged. These records may be in accordance with the Contractor's system of property control, if approved by the property administrator. The Contractor shall be responsible for the adequate storage and protection of all salvaged materials and equipment and shall replace, at no cost to the Government, all salvage materials and equipment which are broken or damaged during salvage operations as the result of his negligence, or while in his care. See Section 01010 SUMMARY OF WORK, Article 2.27.

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- 9. ASBESTOS (JAN 1985 REV NOV 1990)
- 9.1 THE CONTRACTOR IS WARNED THAT EXPOSURE TO AIRBORNE ASBESTOS HAS BEEN ASSOCIATED WITH FOUR DISEASES: LUNG CANCER, CERTAIN GASTROINTESTINAL CANCERS, PLEURAL OR PERITONEAL MESOTHELIOMA AND ASBESTOSIS. Studies indicate there are significantly increased health dangers to persons exposed to asbestos who smoke and further, to family members and other persons who become indirectly exposed as a result of the exposed worker bringing asbestos-laden work clothing home to be laundered.
- 9.2 The Contractor is advised that friable and/or nonfriable asbestos containing material has been identified in area(s) where contract work is to be performed. Friable asbestos containing material means any material that contains more than 1 percent asbestos by weight that hand pressure can crumble, pulverize or reduce to powder when dry. Nonfriable asbestos containing materials do not release airborne asbestos fiber during routine handling and end-use. However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition or other similar activities. Whether asbestos is friable or nonfriable, care must be taken to avoid releasing or causing to be released, asbestos fibers into the atmosphere where they may be inhaled or ingested.
- 9.3 When contract work activities are carried out in locations where the potential exists for exposure to airborne asbestos fibers as described in paragraph 9.2 or where asbestos waste will be generated, the contractor shall assure that all measures necessary to provide effective protection to persons from exposure to asbestos fibers and prevention of contamination to property, materials, supplies, equipment and the internal and external environment are effectively instituted. The Contractor shall conduct asbestos-related activities in accordance with Section 02080, RADIOACTIVE MATERIALS, LEAD, AND ASBESTOS REMEDIATION.
- 9.4 The Contractor shall complete and return to the Contracting Officer within 15 working days after the completion of all airborne asbestos monitoring conducted under this contract, a "Summarization of Airborne Asbestos Sampling Results" form provided by the Government. This completed summarization form is to be used by the US Army Corps of Engineers for statistical information purposes and does not relieve the Contractor from his recordkeeping requirements as specified in 02080, RADIOACTIVE MATERIALS, LEAD, AND ASBESTOS REMEDIATION.
- 9.5 An industrial hygiene asbestos survey will be conducted in the contract work area(s) to identify and verify the presence of asbestos containing materials as described in Section 01010, Paragraph 2.25b, in the Summary of Work.

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NOTE: The Contractor is required to certify on the Price Schedule of this solicitation that he has fully read and comprehends the information as indicated on the drawings and its potential impact on the contract work to be performed.

9.6 The industrial hygiene asbestos survey described in paragraph 9.5 may not have identified all asbestos containing materials in the contract work area(s). When contract work area(s) appear to have asbestos containing material not identified in the drawings, the Contractor shall conduct an asbestos survey to identify such material(s) in a manner similar to that described in the drawings.

The points of contact follow:

1. OSHA: (410)962-2840

2. EPA, Region 3: 1-800-438-2474

3. Pennsylvania Department of Environmental Resources: (717)783-2300

END OF SECTION

SECTION 01060

SAFETY

- 1. APPLICABLE PUBLICATIONS: The publications listed below form a part of this specification and are referred to in the text by the basic designation only.
- 1.1 U.S. Army Corps of Engineers

EM 385-1-1

(Oct 1992) U.S. Army Corps of Engineers Safety and Health

Requirements Manual

1.2 National Fire Protection Association (NFPA)

NFPA 70-1993

National Electric Code (NEC)

1.3 Society of Automotive Engineers (SAE)

J 994-85

(Mar 85) Alarm, Backup, Electric - Performance, Test, and

Application, Recommended Practice

- 2. GENERAL: Worker safety is of paramount importance. The Contractor shall comply with the Contract Clause in the Solicitation entitled ACCIDENT PREVENTION, including the U.S. Army Corps of Engineers Safety and Health Requirements Manual referred to therein in addition to the provisions of this specification.
- 3. SAFETY PROGRAM: The U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, and all subsequent revisions referred to in the Contract Clause ACCIDENT PREVENTION of this contract, are hereby supplemented as follows:
- a. The Contractor shall designate an employee responsible for overall supervision of accident prevention activities, and shall have no other assigned duties. Such duties shall include: (1) assuring applicable safety requirements are incorporated in work methods and (2) inspecting the work to ensure that safety measures and instructions are actually applied. The proposed safety supervisor's name and qualifications shall be submitted in writing for approval to the Contracting Officer's Representative. This individual must have prior experience as a safety engineer or be able to demonstrate his/her familiarity and understanding of the safety requirements over a prescribed trial period. The safety engineer shall have the authority to act on behalf of the Contractor's general management to take whatever action is necessary to assure compliance with safety requirements. The safety supervisor is required to be on the site when work is being performed.

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- b. Prior to commencement of any work at a job site, a preconstruction safety meeting shall be held between the Contractor and the Corps of Engineers Area/Resident Engineer to discuss the Contractor's safety program and in particular to review the following submittals:
- (1) Contracts Accident Prevention Plan: An acceptable accident prevention plan, written by the prime Contractor for the specific work and implementing in detail the pertinent requirements of EM 385-1-1, shall be submitted for Government approval.
- (2) Activity Phase Hazard Analysis Plan: Prior to beginning each major phase of work, an activity hazard analysis (phase plan) shall be prepared by the Contractor for that phase of work and submitted to the Contracting Officer's Representative for approval. A phase is defined as an operation involving a type of work presenting hazards not experienced in previous operations or where a new subcontractor or work crew is to perform work. The analysis shall address the hazards for each activity performed in the phase and shall present the procedures and safeguards necessary to eliminate the hazards or reduce the risk to an acceptable level.
- c. Subsequent job site safety meetings shall be held as follows:
- (1) A safety meeting shall be held at least once a month for all supervisor son the project to review past activities, to plan ahead for new or changed operations and to establish safe working procedures to anticipated hazards. An outline report of each monthly meeting shall be submitted to the Contracting Officer's Representative.
- (2) At lease one safety meeting shall be conducted weekly, or whenever new crews begin work, by the appropriate field supervisors or foremen for all workers. An outline report of the meeting giving date, time, attendance, subjects discussed and who conducted it shall be maintained and copies furnished the designated authority on request.
- 4. ACCIDENTS: Chargeable accidents are to be investigated by both Contractor personnel and the Contracting Officer.
- 4.1 Accident Reporting, Eng Form 3394: Section I, Paragraph 01.D, of EM 385-1-1 and the Contract Clause entitled ACCIDENT PREVENTION are amended as follows: The prime Contractor shall report on Eng Form 3394, supplied by the Contracting Officer, all injuries to his employees or subcontractors that result in lost time and all damage to property and/or equipment in excess of \$2,000 per incident. Verbal notification of such accident shall be made to the Contracting Officer within 24 hours. A written report on the above noted form shall be submitted to the Contracting Officer within 72 hours following such accidents. The written report shall include the following:

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- a. A description of the circumstances leading up to the accident, the cause of the accident, and corrective measures taken to prevent recurrence.
- b. A description of the injury and name and location of the medical facility giving examination and treatment.
- c. A statement as to whether or not the employee was permitted to return to work after examination and treatment by the doctor, and if not, an estimate or statement of the number of days lost from work. If there have been days lost from work, state whether or not the employee has been re-examined and declared fit to resume work as of the date of the report.
- 4.2 OSHA Requirements
- 4.2.1 OSHA Log: A copy of the Contractor's OSHA Log of Injuries shall be forwarded monthly to the Contracting Officer.
- 4.2.2 OSHA Inspections: Contractors shall immediately notify the Contracting Officer when an OSHA Compliance official (Federal or State representative) presents his/her credentials and informs the Contractor that the workplace will be inspected for OSHA compliance. Contractors shall also notify the Contracting Officer upon determination that an exit interview will take place upon completion of the OSHA inspection. (NABSA OCT 05, 1976)
- 5. SUBMITTALS FOR GOVERNMENT APPROVAL: Submittals shall be in accordance with Section 01305 CONTRACTOR SUBMITTAL PROCEDURES. All required submittals of items specified in this section shall be for information only, except for those items including, but not limited to, the following which shall be submitted for Government approval:
- a. Written designation of safety representative.
- b. Written project specific accident prevention plan.
- c. Written activity phase hazard analysis plan.
- d. Section 01450 ENVIRONMENTAL HEALTH AND SAFETY REQUIREMENTS.

END OF SECTION

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SECTION 01070

CUTTING, PATCHING AND REPAIRING

PART 1 GENERAL

1. DESCRIPTION

This section pertains to the provision of all cutting, removing, replacing, patching, repairing, restoration, refinishing and similar type work as necessary to existing work scheduled to remain and to new work required to be cut or uncovered. All existing facilities damaged as a result of the construction activities shall be restored to a condition equivalent to that prior to the start of work, except where otherwise shown or specified.

Extent of work includes uncovering work to provide for installation of ill-timed work, removal and replacement of defective work or work that does not conform to the contract documents, installation of new work to be installed in existing construction, and as necessary to make several parts fit.

PART 2 PRODUCTS

2.1 MATERIALS

Materials for replacement, repairing, patching, restoration, and similar type work shall conform to applicable sections of the specifications for new materials or work. Where existing materials and/or installations are not covered by the specifications, such materials shall match existing. All excess materials resulting from cutting and removal work shall be removed from the job site.

PART 3 EXECUTION

3.1 INSPECTION & PREPARATION

Inspect all existing conditions of work, for possible movement or damage during cutting or uncovering procedures. After uncovering work, inspect conditions affecting installation of new products. Do not proceed with any further cutting, patching or repairing work if defects are observed; or if any unsafe condition exists.

Prior to cutting or uncovering work, provide all shoring, bracing and supports as required to maintain the structural integrity of the project. Prior to restoration work, properly prepare existing surfaces to receive new materials such as to provide a proper bond or joining.

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3.2 CUTTING AND DRILLING

Contractor shall do all cutting and drilling of existing walls, partitions, ceilings, floors, etc., as necessary for installation of the new work as shown, including cutting of holes and other openings for new plumbing, mechanical and electrical work. Cutting shall be performed by hand or small power tools; holes and slots cut neat and to size required, with minimum disturbance of adjacent work; cut holes in concrete slabs for pipes and conduit with core drills of proper sizes. Openings shall be covered temporarily when not in use and patched as soon as work is installed.

3.3 PATCHING AND REPAIRS

Existing work shall be cut, altered, removed, temporarily removed and replaced, or relocated as required for the performance of the work indicated on the drawings. Work remaining in place that is damaged or defaced by reason of alteration or demolition shall be restored to a condition equivalent to that prior to the start of work. Contractor shall be responsible for coordinating all patching and repairing involving the various trades, whether or not specifically mentioned under the respective sections.

Where alterations or removals exposes damaged or unfinished surfaces or materials, such surfaces or materials shall be refinished or replaced as necessary to make continuous areas uniform. Where new work by any trade occurs in an existing finished area the entire wall or ceiling surface in which such work occurs shall be refinished. Where such new work occurs in an existing unfinished area, the work shall be done to render the new work inconspicuous.

Where utilities are removed, relocated, or abandoned, they shall be capped, valved or plugged to make a complete and working installation as required. Resulting holes and damaged surfaces shall be properly patched to match adjacent undisturbed surfaces or prepared to receive new finish as applicable.

All surfaces affected by patching and repairing work shall be restored to match existing adjacent surfaces. Repainting of affected areas or surfaces shall match color and shade of existing painted surfaces.

3.4 SUBMITTALS

- 3.4.1 The procedures proposed for the accomplishment of cutting, patching, and repairing work shall be submitted when such work affects:
- a. Contractors working under separate contract.
- b. The structural value of or structural integrity of any element of the project.

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- c. Integrity of effectiveness of weather-exposed or moisture-resistant elements or systems.
- d. Efficiency and operational life, maintenance or safety of operational elements.
- e. Visual qualities of sight-exposed elements.
- 3.4.2 The submittals shall include:
- a. Identification of the project.
- b. Description of affected work.
- c. The necessity for cutting, patching or alteration.
- d. The affect on work of the Government or any separate Contractor.
- e. The affect on the structural or weather proof integrity of the project.
- f. Description of proposed work:
 - 1. Scope of cutting, patching, alteration and repairing.
 - 2. Trades who will execute the work.
 - 3. Products proposed to be used.
 - 4. Schedule of work.
- g. Alternatives to cutting, patching and repairing.

END OF SECTION

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SECTION 01300

SUBMITTAL DESCRIPTIONS

PART 1 GENERAL

1.1 SUBMITTALS

The submittals described below are those required and further described in other sections of the specifications. Other requirements pertaining to submittals are included in the SPECIAL CLAUSES and Section 01305A, CONTRACTOR SUBMITTAL PROCEDURES. Submittals required by the CONTRACT CLAUSES and other nontechnical parts of the contract are not included in this section.

1.1.1 Data

Submittals which provide calculations, descriptions, or documentation regarding the work.

1.1.2 Drawings

Submittals which graphically show relationship of various components of the work, schematic diagrams of systems, details of fabrication, layouts of particular elements, connections, and other relational aspects of the work.

1.1.3 Instructions

Preprinted material describing installation of a product, system or material, including special notices and material safety data sheets, if any, concerning impedances, hazards, and safety precautions.

1.1.4 Schedules

Tabular lists showing location, features, or other pertinent information regarding products, materials, equipment, or components to be used in the work.

1.1.5 Statements

A document, required of the Contractor, or through the Contractor, from a supplier, installer, manufacturer, or other lower tier Contractor, the purpose of which is to confirm the quality or orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel, qualifications, or other verifications of quality.

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1.1.6 Reports

Reports of inspections or tests, including analysis and interpretation of test results. Each report shall be properly identified. Test methods used shall be identified and test results shall be recorded.

1.1.7 Certificates

Statement signed by responsible official of a manufacturer of a product, system or material, attesting that the product, system or material meets specified requirements. The statement must be dated after the award of this contract, must name the project, and must list the specific requirements which are being certified.

1.1.8 Samples

Samples, including both fabricated and unfabricated physical examples of materials, products, and units of work as complete units or as portions of units of work.

1.1.9 Records

Documentation to record compliance with technical or administrative requirements.

1.1.10 Operation and Maintenance Manuals

Data which forms a part of an operation and maintenance manual.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

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SECTION 01305A

CONTRACTOR SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY: (Not Applicable)

1.2 REFERENCES: (Not Applicable)

1.3 SUBMITTAL CLASSIFICATION: Submittals are classified as follows:

- 1.3.1 Government Approved: Governmental approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specification and Drawings for Construction," they are considered to be "shop drawings."
- 1.3.2 Information Only: All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referenced above.
- 1.4 APPROVED SUBMITTALS: The approval of submittals by the Contracting Officer shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailed and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the CQC requirements of this contract, is responsible for the dimensions and design of adequate connections, details and satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be given consideration unless accompanied by an explanation as to why a substitution is necessary.
- 1.5 DISAPPROVED SUBMITTALS: The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies as specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, notice as required under Contract Clause entitled "Changes" shall be given promptly to the Contracting Officer.
- 1.6 WITHHOLDING OF PAYMENT: Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

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PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

- 3.1 GENERAL: The Contractor shall submit all items listed on the Submittal Register (ENG Form 4288) or specified in the other sections of these specifications. The Contracting Officer may request submittals in addition to those listed when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same used in the contract drawings. Submittals shall be made in the respective number of copies and submitted to the Contracting Officer. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) representative and each respective transmittal form (ENG Form 4025) shall be stamped, signed and dated by the CQC representative certifying accompanying submittal complies with the contract requirements. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals including parts list; certifications; warranties and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby.
- 3.2 SUBMITTAL REGISTER: (ENG Form 4288): At the end of this section is one set of ENG Forms 4288 listing each item of equipment and material for which submittals are required by the specifications. Columns "c" through "p" (abbreviations in column "p" are defined as follows: "AR" means Area Office; "AE" means architect-engineer; and "ED" means Engineering Division) have been completed by the Government. The Contractor shall complete columns "a," "b," and "q" through "x" and return 2 completed copies to the Contracting Officer for approval within 30 calendar days after Notice to Proceed. The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the contract. This register and the progress schedules shall be coordinated.
- 3.3 SCHEDULING: Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 30 calendar days exclusive of mailing time) shall be allowed on the register for review and approval. No delays, damages or time extensions will be allowed for time lost in late submittals.

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- 3.4 TRANSMITTAL FORM (ENG Form 4025): The sample transmittal form (ENG Form 4025) attached to this section shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse of the form. These forms will be furnished to the Contractor. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care will be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.
- 3.5 SUBMITTAL PROCEDURE: Six (6) copies of submittals shall be made as follows:
- 3.5.1 Procedures: In the signature block provided on ENG Form 4025 the Contractor certifies that each item has been reviewed in detail and is correct and is in strict conformance with the contract drawings and specifications unless noted otherwise. The accuracy and completeness of submittals is the responsibility of the Contractor. Any costs due to resubmittal of documents caused by inaccuracy, lack of coordination, and/or checking shall be the responsibility of the Contractor. This shall include the handling and review time on the part of the Government. Each variation from the contract specifications and drawings shall be noted on the form; and, attached to the form, the Contractor shall set forth, in writing, the reason for and description of such variations. If these requirements are not met, the submittal may be returned for corrective action.
- 3.5.2 The Contractor is responsible for the total management of his work. The quantities, adequacy and accuracy of information contained in the submittals are the responsibility of the Contractor. Approval actions taken by the Government will not in any way relieve the Contractor of his quality control requirements.
- 3.5.3 The above is in addition to the requirements set forth in Contract Clause entitled "Specifications and Drawings for Construction".
- 3.5.4 Deviations: For submittals which include proposed deviations requested by the Contractor, the column "variations" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.
- 3.6 CONTROL OF SUBMITTALS: The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."
- 3.7 GOVERNMENT APPROVED SUBMITTALS: Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being stamped and dated. Four (4) copies of the submittal will be

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retained by the Contracting Officer and two (2) copies of the submittal will be returned to the Contractor.

3.8 INFORMATION ONLY SUBMITTALS: Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. These submittals will be used for information purposes. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications and will not prevent the Contracting Officer from requiring removal and replacement if non-conforming material is incorporated in the work. This does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or check testing by the Government in those instances where the technical specifications so prescribe.

3.9 STAMPS: Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

CONTRACTOR

(Firm Name)
Approved
Approved with corrections as noted on submittal data and/or attached sheet(s).
SIGNATURE:
TITLE:
DATE:
3.10 CERTIFICATES OF COMPLIANCE: (MAY 1969) Any Certificates required for demonstrating proof of compliance of materials with specification requirements shall be

executed in four (4) copies. Each certificate shall be signed by and official authorized to certify in behalf on the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test

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reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

Attachments: ENG FORM 4288 MAY 91 ENG FORM 4025 MAY 91

END OF SECTION

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